

1 DAVID HAROLD MOORE
2 2767 Cherrydale Falls Drive
3 Henderson, NV 89052
4 Telephone: (702) 492-0493
5 E-mail: LUVRulesinc@gmail.com
6 *Specially appearing Defendant in propria persona*

FILED

JAN 17 2018

SUSAN Y. SOONG
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

8 UNITED STATES DISTRICT COURT
9 FOR THE NORTHERN DISTRICT OF CALIFORNIA

10 Steep Hill Laboratories, Inc.,
11 Jmichaele Keller,
12 Plaintiffs,

13 v.

14 David Harold Moore,
Does 1 through 10, inclusive,
Defendants.

CV Case No. 18 0373

LB

(Alameda Superior Court
Case No. RG17886732)

NOTICE OF REMOVAL OF ACTION
FROM STATE COURT (28 U.S.C. § 1332)

15 TO THE CLERK OF THE ABOVE-ENTITLED COURT AND ALL PARTIES AND THEIR ATTORNEYS:

16 Notice is hereby given that I, David Harold Moore, named as a defendant in the
17 above-captioned action, No. RG17886732 in the files and records of the Superior Court for the
18 County of Alameda, hereby file in the United States District Court for the Northern District of
19 California a Notice of Removal of said action to the said United States District Court pursuant
20 to 28 U.S.C. §§ 1441 & 1446. I will file in the Superior Court a notice of removal.

21 Pursuant to the said sections of the United States Code, I aver the following:

22 1. A civil action was commenced in the Superior Court of California for the Coun-
23 ty of Alameda, Case No. RG17886732, on December 20, 2017. The summons and complaint,
24 amongst other papers, were purportedly served on me on December 21, 2017.

25 2. The complaint in said pending action contains only claims between the plaintiffs
26 Steep Hill Laboratories, Inc., and Jmichaele Keller, who are both citizens and domiciliaries of
27 California, and me, a citizen and domiciliary of Nevada. The complaint seeks over \$75,000 in

1 damages, in a sum overall exceeding \$1,000,000.

2 3. This action may properly be removed to this court pursuant to 28 U.S.C. §
3 1332(a), for the reason that complete diversity of citizenship exists between the plaintiffs and I,
4 the defendant, and because the amount in controversy exceeds \$75,000.

5 4. Pursuant to 28 U.S.C. § 1441(b)(1), the citizenship of defendants sued under
6 fictitious names, namely the Doe defendants in this case, is to be disregarded. In accordance with
7 subd. (b)(2) of that section, no defendant to the action is a citizen of the state in which the action
8 is brought.

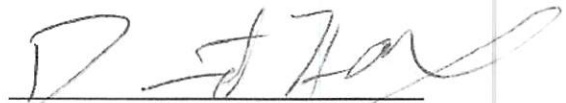
9 5. I am the only defendant who has been purportedly served by the plaintiffs. I am
10 filing this notice within 30 days of receipt of the complaint and summons upon me. Removal to
11 this court is proper because the state court is located within the Northern District of California.

12 6. Pursuant to 28 U.S.C. § 1446(a), a copy of the complaint and summons in the
13 action are attached to this document, together with all process, pleadings, and orders served upon
14 me in the action.

15 7. I certify that I will file a notice of this removal with the Clerk of the Superior
16 Court of the State of California for the County of Alameda and serve this notice on all parties.

17 WHEREFORE, I pray that the above action now pending in the Superior Court of the State
18 of California for the County of Alameda be removed in its entirety to this Court for all further
19 proceedings pursuant to 28 U.S.C. § 1441, *et seq.*

20 Respectfully submitted,

21
22 

23 David Harold Moore
24 January 17, 2018
25 Defendant
26
27

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

DAVID H. MOORE, an individual; and DOBS 1 through 10, inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

STEEP HILL LABORATORIES, INC., and JMICHAEL KELLER

SUM-100

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ENDORSED
FILED
ALAMEDA COUNTY

DEC 20 2017

CLERK OF THE SUPERIOR COURT
By: D. OLIVER, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. (AVISO: Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.)

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le queda más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a recibir las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desear el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Alameda County Superior Court
Rene C. Davidson Courthouse, 1225 Fallon Street
Oakland, California, 94612

CASE NUMBER
(Número del caso) **17886732**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Heather M. Sager, 275 Battery St., Ste. 2464, San Francisco, CA 94111 (415) 749-9500

DATE December 20, 2017
(Fecha)

Chad Finko

Clerk, by
(Secretario)

D. OLIVER

Deputy
(Adjunto)

For proof of service of this summons, use Proof of Service of Summons (form POS-010).
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)

NOTICE TO THE PERSON SERVED: You are served

1. ☒ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☒ by personal delivery on (date):

FAXED

VEDDER PRICE (CA), LLP
Heather M. Sager, Bar No. 186566
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Attorneys for Plaintiffs
STEEP HILL LABORATORIES, INC., and
JMICHAELE KELLER

COUNSEL
FILED
ALAMEDA COUNTY

DEC 20 2017

DEPARTMENT OF COURT
By: D. OLIVER, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

RG17886722

STEEP HILL LABORATORIES, INC., and
JMICHAELE KELLER,

Plaintiffs,

v.

DAVID H. MOORE, an individual; and DOES
1 through 10, inclusive,

Defendants.

Case No. _____

**PLAINTIFFS' COMPLAINT FOR
DECLARATORY, AND INJUNCTIVE
RELIEF, AND DAMAGES AND
DEMAND FOR JURY TRIAL**

1. Defamation
2. Invasion of Privacy
3. Intentional Interference with
Prospective Economic Relations
4. Intentional Interference with
Contractual Relations
5. Civil Stalking – Civil Code § 1708.7
6. Breach of Contract
7. Intentional Infliction of Emotional
Distress

Complaint Filed:

COPY

FAXED

VEDDER PRICE (CA), LLP
ATTORNEYS AT LAW
SAN FRANCISCO

SAN FRANCISCO/#496453

PLAINTIFFS' COMPLAINT
[CASE NO. _____]

1 Plaintiffs Steep Hill Laboratories, Inc. ("Steep Hill") and Jmichaele Keller ("Keller")
 2 (collectively, "Plaintiffs") complain and allege as follows:

3 THE PARTIES

4 1. Plaintiff Steep Hill Laboratories, Inc. is, and at all times mentioned in this
 5 Complaint was, a corporation, incorporated under the laws of the State of Delaware, with its
 6 principal place of business in Berkeley, California.

7 2. Plaintiff Jmichaele Keller is, and at all times mentioned in this complaint was, an
 8 individual, maintaining a residence in the Netherlands, and working for Steep Hill in Berkeley,
 9 California.

10 3. Plaintiffs are informed and believe and thereon allege that, at all relevant times,
 11 Defendant David H. Moore ("Defendant") has been and is an individual residing in Clark County,
 12 Nevada.

13 4. Defendants DOES 1 through 10, inclusive, are sued herein under fictitious names.
 14 Their true names and capacities are presently unknown to Plaintiffs. When said true names and
 15 capacities are determined, Plaintiffs will amend this Complaint by inserting such information.

16 JURISDICTION AND VENUE

17 5. Subject matter in this action is properly heard in this Court, as the action
 18 incorporates an amount in controversy, as set forth in this Complaint, that exceeds \$25,000.

19 6. This Court has personal jurisdiction over Defendant pursuant to California Code of
 20 Civil Procedure § 410.10 because Defendant purposefully directed his conduct towards the state
 21 of California with knowledge that his conduct would cause harm in the state and the conduct has
 22 caused injuries in the County of Alameda and State of California.

23 7. Venue is proper in this judicial district, pursuant to California Code of Civil
 24 Procedure § 395, because Defendant caused injuries in the County of Alameda.

25 GENERAL ALLEGATIONS

26 8. Defendant is a former employee of a company owned by Keller known as
 27 MeetingMatrix International, Inc. ("MeetingMatrix"). Defendant worked at MeetingMatrix from
 28

1 January 23, 2000 through September 4, 2002 and signed an Employment Agreement
2 acknowledging that he was an employee of the Company.

3 9. Following the termination of his employment, Defendant claimed that he was
4 owed part of MeetingMatrix and refused to return MeetingMatrix property that was in his
5 possession, resulting in a lawsuit against him by MeetingMatrix, which later settled out of court.

6 10. Following the settlement, Defendant and Meeting Matrix entered into a General
7 Release and Confidentiality Agreement ("Agreement") on November 27, 2002. (See Exhibit A,
8 the General Release and Confidentiality Agreement Defendant signed on November 27, 2002.)

9 11. Among other provisions, the Agreement contains a Non-Disparagement clause that
10 states: "The parties agree not to make, utter, publish, reveal or otherwise disseminate any remarks
11 disparaging, defaming, negating, or diminishing the conduct, status, nature or character of the
12 other party, their officers, directors, shareholders, servants, employees, agents, and/or their
13 attorneys." (Exhibit A.)

14 12. The Agreement also contains a Liquidated Damages provision which states:
15 "Moore agrees to use his best efforts to comply with the provisions of this Agreement. If Moore
16 breaches this agreement, MeetingMatrix shall be entitled to liquidated damages of sixteen
17 thousand dollars (\$16,000). The parties agree that this clause represents a reasonable estimate of
18 the fees involved in settling this matter, which would be lost by MeetingMatrix in the event of a
19 breach of this Agreement, and is not a penalty." (Exhibit A.)

20 13. Since his separation from MeetingMatrix, Defendant developed a personal
21 vendetta against Keller and has intentionally engaged in a pattern of bizarre and severely harmful
22 physical and verbal conduct towards Keller and his reputation.

23 14. Keller started working as the CEO of Steep Hill on December 2, 2015.

24 15. On November 15, 2017, while Keller was attending the MJBiz Con / Marijuana
25 Business Conference in Las Vegas ("MJBiz Conference") on behalf of Steep Hill, Defendant
26 approached Keller and started yelling at him loudly during which time a large number of people
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28

1 around them could hear him. Defendant then proceeded to "body slam" Keller three times and
 2 pushed him back against an exhibit booth until three people physically pulled him off of Keller.

3 16. While being escorted out of the MJBiz Conference, Defendant threatened several
 4 bystanders on the way, stating that he "will kick their fucking ass." A witness to the incident
 5 reported in the police report, "If I hadn't removed [Defendant] from the area, I believe he would
 6 have ended up fighting other people as he was extremely agitated and violent."

7 17. Moore has intentionally distributed written materials containing false and
 8 slanderous information about Keller and Steep Hill to industry leaders, potential and existing
 9 business partners and investors with the intent to harm the professional reputation of Keller and
 10 business prospects of Steep Hill. These actions include the following:

11 (a) Defendant handed out flyers to various attendees, as well as, left stacks of
 12 the flyers in numerous locations at the MJBiz Conference which used the following terms to refer
 13 to and/or describe Keller: "diagnosed sociopath," "narcissistic personality disorder," "proven
 14 sexual harasser," "greedy demonic scumbag," "left wife destitute w (sic) PTSD," "partner jerry
 15 murdered," "Jerry's wife fleeced for \$" and "minority partner robbed." The defamatory flyers
 16 Defendant published at the conference also stated, "DO NOT TRUST STEEP HILL LABS NEW
 17 OWNER AND CEO J. MICHAEL KELLER."

18 (b) Defendant sent a copy of the fliers he handed out at the MJBiz Conference
 19 to Henry Finkelstein, the Founder of Cannabis Big Data.

20 (c) On November 19, 2017, Defendant contacted one of Steep Hill's Israeli
 21 investors on LinkedIn and sent him messages stating "Jmichaele Keller is a worthless scumbag.
 22 DO NOT DO BUSINESS WITH HIM" and also forwarded to him copies of the defamatory fliers
 23 Moore handed out at the MJBiz Conference.

24 (d) Defendant sent copies of the defamatory fliers he handed out at the MJBiz
 25 Conference to Jason Adler, the Managing Partner at Gotham Green Partners, by mail.

26 18. In any fund raising for Steep Hill, Keller's integrity is paramount in any investor's
 27 mind. Defendant's actions have already tainted that perception with current and potential
 28

1 investors as evidenced by the fact that four current investors of Steep Hill requested
2 teleconferences with Keller since Defendant's attack, asking for an explanation of Defendant's
3 defamatory statements, flyers and actions. They have expressed concern regarding Defendant's
4 actions and comments in the context of weighing whether to invest further in Steep Hill.
5 Plaintiffs are concerned they might withdraw their support if this behavior is not discredited or is
6 allowed to continue, to the extreme detriment of Steep Hill's corporate livelihood and Keller's
7 professional career.

8 19. Defendant also has created a bizarre website that contains outrageous and
9 degrading accusations against Keller and several other individuals (including three dentists who
10 treated Defendant, whom he calls "demonic dentists" and "greedy men who torture and extort").
11 (See <http://davidhmoore.weebly.com/meeting-matrix.html>.) For example, in his website,
12 Defendant claims that Keller is a "homosexual predator," who professed his love for Defendant,
13 sexually harassed him and fired him for refusing to have sex with Keller. (*Id.*)

14 20. Plaintiffs are so concerned about future attacks by Defendant that they are
15 contemplating hiring additional security to accompany Keller to a currently scheduled conference
16 to ensure his safety.

17 21. Keller is very embarrassed to learn that that several people in his professional
18 circle heard about the incident and read Defendant's defamatory statements about him. For
19 example, on November 21, 2017, Mitch Baruchowitz, the Managing Partner of Merida Capital
20 Partners, sent an e-mail to Keller with the headline "Did you get choked in Vegas?" and asked,
21 "heard some crazy story about you getting assaulted -- what the heck?"

22 22. Defendant has caused Keller severe mental and emotional anguish, disrupted his
23 personal life and is trying to ruin his career, all of which also impacts Steep Hill's business.
24 Moreover, the business concerns of Steep Hill, including the livelihood of third parties employed
25 by the Company, are directly impacted by loss of investor confidence and the negative impact on
26 Plaintiffs' ability to seek and obtain continued financial support as the Company grows.

23. Defendant's defamatory statements are not only false and unfounded, they are also outrageous and violate the laws of the State of California. As a result of Defendant's conduct, Plaintiffs have suffered severe harm in the form of damage to reputation, invasion of privacy, loss of business opportunities, and loss of employees and goodwill, as well as emotional distress to Keller.

FIRST CAUSE OF ACTION

[By All Plaintiffs - Defamation – slander, slander *per se*, libel, libel *per se*]

Plaintiffs hereby incorporate by reference Paragraphs 1 through 23 of this Complaint as if fully set forth herein, and for a cause of action allege as follows:

24. Defendant, via his various acts, negligence and omissions, has intentionally and/or recklessly and/or negligently caused to be published certain statements and allegations concerning Plaintiffs that are defamatory, slanderous and/or libelous to Plaintiffs.

25. The defamatory statements included the flyers posted and distributed in public locations at the MJBiz Con / Marijuana Business Conference, in Las Vegas, Nevada between November 14 and 17, 2017. Potential investors and customers of Steep Hill attended the conference where the posters were in public view in multiple locations.

26. Among others, the defamatory statements on the flyers included that Keller is a "homosexual predator," that he tried to "seduce [another individual] into a three way sexual encounter during the interview process," that Keller sexually harassed Defendant and that Keller is a "diagnosed sociopath," a "proven scumbag" and a "greedy demonic scumbag." The posters also stated, "DO NOT TRUST STEEP HILL LABS NEW OWNER AND CEO J. MICHAEL KELLER." All of the statements were false.

27. The statements were published in writing and included a picture of Keller, which constitutes libel *per se* because their defamatory nature is apparent.

28. Upon information and belief, Defendant has made similar verbal statements directly to Keller at the MJBiz Conference. Many of the verbal statements constitute slander *per se* because they accuse Keller of criminal activity and/or unethical and incompetent business conduct.

29. As a proximate result of the above-described publication, Keller has suffered loss to his business and professional reputation, embarrassment, humiliation and loss of enjoyment of life. Defendant's statements also have tarnished Steep Hill's professional reputation and are likely to cause loss of business, prevent investment in the company and lower the Company's valuation.

30. Upon information and belief, in engaging in the above conduct, Defendant and DOES 1-10 inclusive, and each of them, acted with malice, oppression and/or fraud, entitling Plaintiffs to exemplary and punitive damages.

SECOND CAUSE OF ACTION
[By Keller only - Invasion of Privacy – False Light]

Keller hereby incorporates by reference Paragraphs 1 through 23 of this Complaint as if fully set forth herein, and for a cause of action alleges as follows:

31. Defendant published the false statements described in Paragraphs 15 through 17, among others, by posting flyers at the MJBiz Conference, as well as by publishing false statements on his website.

32. These statements are false and are highly offensive to a reasonable person.

33. Defendant intentionally, or with reckless disregard, published these statements to harm Keller.

34. The statements have caused emotional distress to Keller and reputational harm to Steep Hill.

THIRD CAUSE OF ACTION
[Intentional Interference with Prospective Economic Relations]

Plaintiff hereby incorporates by reference Paragraphs 1 through 23 of this Complaint as if fully set forth herein, and for a cause of action alleges as follows:

35. Steep Hill has numerous potential customers and investors. Defendant was aware of these customer and investor relationships, and he intentionally interfered with Plaintiffs' business by writing defamatory statements about Plaintiffs.

36. Upon information and belief, Plaintiffs believe Defendant sent e-mails, LinkedIn messages and other communication via mail to investors containing defamatory statements and encouraging them not to do business with Plaintiffs, including the flyer described in Paragraph 17.

37. Defendant's actions have cast doubt on investors' confidence in the Plaintiffs as evidenced by the fact that four current investors of Steep Hill requested teleconferences with Keller since Defendants' attack, asking for an explanation of Defendant's defamatory statements, flyers and actions. They have expressed concern regarding Defendant's actions and comments in the context of weighing whether to invest further in Steep Hill.

38. Defendant's intentional false statements caused Steep Hill to lose business and potential investor opportunities, and they also directly harmed Keller's business reputation, which will impact his future earnings and business dealings.

FOURTH CAUSE OF ACTION
[Intentional Interference with Contractual Relations]

Plaintiff hereby incorporate by reference Paragraphs 1 through 23 of this Complaint as if fully set forth herein, and for a cause of action allege as follows:

39. Steep Hill has ongoing contracts with its current and potential investors. Defendant was aware of these contracts, and by publishing defamatory statements about Plaintiffs, he intended to do harm.

40. Upon information and belief, Plaintiffs believe Defendant sent e-mails, LinkedIn messages and other communication via mail to investors containing defamatory statements and encouraging them not to do business with Plaintiffs, including the flyer described in Paragraph 17.

41. Many of Steep Hill's potential investors also attended the MJBiz Conference at which Defendant distributed defamatory flyers about Plaintiffs, including the statement: "DO NOT TRUST STEEP HILL LABS NEW OWNER J. MICHAEL KELLER." Steep Hill's investors viewed these flyers. In fact, four current investors of Steep Hill requested teleconferences with Keller since Defendants' attack, asking for an explanation of Defendant's

1 defamatory statements, flyers and actions. They have expressed concern regarding Defendant's
2 actions and comments in the context of weighing whether to invest further in Steep Hill.

3 42. Because of Defendant's actions, Plaintiffs will now face more difficulty securing
4 investments in Steep Hill.

5 43. Defendant's intentional false statements caused Steep Hill to lose business and
6 investors and also directly harmed Keller's business reputation, which will impact his earnings
7 and business dealings.

8 **FIFTH CAUSE OF ACTION**

9 **[By Keller Only - Civil Stalking – Civil Code § 1708.7]**

10 Keller hereby incorporates by reference Paragraphs 1 through 23 of this Complaint as if
11 fully set forth herein, and for a cause of action alleges as follows:

12 44. Defendant has engaged in a pattern of stalking conduct towards Keller over a
13 period of time. He created a website that disparages Keller. On his website, Defendant calls
14 Keller a "homosexual predator," who he claims professed his love for Defendant, sexually
15 harassed him and fired him for refusing to have sex with Keller. These accusations are not only
16 false and unfounded, but also outrageous.

17 45. Defendant also followed Keller to the MJBiz Conference in Las Vegas, Nevada
18 and physically assaulted him at the Conference. This demonstrates that Defendant represents a
19 credible threat to Keller.

20 46. Defendant intended and intends to follow, alarm and harass Keller. In fact,
21 Plaintiffs are so concerned about future attacks by Defendant that they are contemplating hiring
22 additional security to accompany Keller to currently scheduled conference to ensure his safety.

23 47. Therefore, Keller is in fear for his safety and, as a result, has suffered substantial
24 emotional distress.

SIXTH CAUSE OF ACTION
[By Keller Only – Breach of Contract]

1. Keller hereby incorporates by reference Paragraphs 1 through 23 of this Complaint as if fully set forth herein, and for a cause of action alleges as follows:

2. Defendant and Meeting Matrix, Plaintiff Keller's former company, entered into a General Release and Confidentiality Agreement on November 27, 2002.

3. Both parties possessed contractual capacity at the time of contracting and signed the agreement for mutual consideration. Defendant signed the agreement before a notary public.

4. Among other provisions, the Agreement contains a Non-Disparagement clause that states: "The parties agree not to make, utter, publish, reveal or otherwise disseminate any remarks disparaging, defaming, negating, or diminishing the conduct, status, nature or character of the other party, their officers, directors, shareholders, servants, employees, agents, and/or their attorneys."

5. The Agreement also contains a Liquidated Damages provision which states: "Moore agrees to use his best efforts to comply with the provisions of this Agreement. If Moore breaches this agreement, MeetingMatrix shall be entitled to liquidated damages of sixteen thousand dollars (\$16,000). The parties agree that this clause represents a reasonable estimate of the fees involved in settling this matter, which would be lost by MeetingMatrix in the event of a breach of this Agreement, and is not a penalty."

6. Keller was the founder and owner and an officer of MeetingMatrix and was and is covered by the Non-Disparagement provision.

7. Defendant made, uttered, published, revealed, and otherwise disseminated remarks that disparage, defame, negate, and diminish the conduct, status, nature, and character of Keller, as described above, thereby breaching the Non-Disparagement provision and the contract.

8. The statements have harmed Keller and Keller has suffered loss to his business and professional reputation, embarrassment, humiliation and loss of enjoyment of life.

9. The contract specifically states that it will "inure to the benefit of, and be binding on, the parties, their heirs, executors, administrators, estates, servants, agents, employees, affiliates, personal representatives, successors, and assigns of the undersigned."

10. As a result of this breach, Defendant is responsible for liquidated damages in an amount not less than \$16,000.

SEVENTH CAUSE OF ACTION [By Keller Only - Intentional Infliction of Emotional Distress]

Plaintiff hereby incorporates by reference Paragraphs 1 through 23 of this Complaint as if fully set forth herein, and for a cause of action alleges as follows:

11. Defendant's defamatory statements included outrageous statements.

12. Defendant intentionally published these statements to cause Keller emotional distress or acted with reckless disregard in publishing these statements.

13. Keller has suffered severe emotional distress as a result. Keller is very embarrassed to learn that several people in his professional circle heard about the incident and read Defendant's defamatory statements about him. Moore has caused Keller severe mental and emotional anguish, disrupted his personal life and is trying to ruin his career, all of which directly impacts Steep Hill's business.

14. Defendant's malicious, oppressive and/or fraudulent conduct entitles Keller to exemplary and punitive damages.

DEMAND FOR JURY TRIAL

Plaintiffs hereby formally demand a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for relief and judgment against Defendant:

1. for a judgment declaring the acts of the Defendant described herein violate California law.

2. for a Temporary Restraining Order, a preliminary injunction, and a permanent injunction ordering Defendant, his successors, agents, representatives, and all persons acting in concert with him, to: (1) remove the website <http://davidhmoore.weebly.com/meeting->

1 matrix.html; (2) refrain from distributing any type of defamatory communication about Plaintiffs,
2 including flyers and e-mails, and (3) not go within 100 feet of Plaintiff Keller or Steep Hill
3 business.

4 3. for damages not less than \$16,000 for the breach of contract claim;

5 4. for all general damages, in a sum to be proven at trial, which is estimated to be in
6 excess of \$1,000,000;

7 5. for all special damages, in a sum to be proven at trial;

8 6. for exemplary and punitive damages, as allowed by law and in a sum to be proven
9 at trial;

10 7. for costs and fees incurred herein;

11 8. for attorneys' fees, as permitted by law; and

12 9. for such other and further relief as the Court may deem just and proper.

13 Dated: December 20, 2017

VEDDER PRICE (CA), LLP

14
15 By: 

16 Heather M. Sager
Ayse Kuzucuoglu

17 Attorneys for Plaintiffs
18 STEEP HILL LABORATORIES, INC., and
19 JMICHAEL KELLER
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EXHIBIT A



INTELLECTUAL PROPERTY • INTERNET • ENTERTAINMENT LAW

NEVADA AND CALIFORNIA BAR
REGISTERED PATENT ATTORNEY
CALIFORNIA BAR CARD #

David H. Moore
697 Vineland Avenue
Henderson, NV 89012

RE MeetingMatrix International, Inc. v. David H. Moore
Our Ref. No.: 5032.0.1002

Dear Mr. Moore:

Enclosed please find a copy of the executed General Release, Settlement and Confidentiality Agreement.

This will also confirm that the equipment has been returned to MeetingMatrix International.

Also enclosed is a copy of the Notice of Dismissal. The notice has been forwarded to the court for filing. Upon receipt of a file-stamped copy, we will provide you with a copy of same.

In the meantime if you have any questions or comments, please do not hesitate to contact our offices.

Very truly yours,

W. West Allen

WVA:apc
Enclosures

cc: Christian Hardigree via e-mail

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DISTRICT COURT

CLARK COUNTY, NEVADA

10
11

CASE NO: A457800
DEPT NO: 2

12 Plaintiff

NOTICE OF DISMISSAL

13
14
15

16 Defendants

17 Pursuant to the settlement agreement between the parties, Plaintiff
18 MEETINGMATRIX INTERNATIONAL, INC., hereby dismisses the above-entitled action with
19 prejudice, except for the right to assert its claims against the defendants.

20 Dated: December 1, 2017. J. R. [Signature]

21

23 By

[Signature]
A. West, Nevada Bar No. 7044
Richard F. Kuntz, Nevada Bar No. 7044
3772 Howard Hughes Parkway
Suite 600 North
Las Vegas, Nevada 89109

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Quirk & Irwin
Suite 600 North, 3772 Howard Hughes Parkway
Las Vegas, Nevada 89109
(702) 398-3100
Fax: (702) 398-3101

GENERAL RELEASE, SETTLEMENT
AND CONFIDENTIALITY AGREEMENT

THIS GENERAL RELEASE, SETTLEMENT AND CONFIDENTIALITY AGREEMENT (herein the "Agreement") is entered into as of the effective date shown on page five (5) between:

Plaintiff MEETINGMATRIX INTERNATIONAL, INC. (hereinafter "MeetingMatrix")
and Defendant DAVID H. MOORE (hereinafter "Moore")

NOW, THEREFORE, for good cause and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby mutually agree as follows:

1. GENERAL RELEASE AND SETTLEMENT

A. In exchange for the aggregate sum of Twelve Thousand Five Hundred and Nine Dollars and Fifty-Three Cents (\$12,509.53) (minus applicable payroll taxes) and the General Release, Settlement and Confidentiality Agreement contained herein, Moore hereby agrees to return all confidential property described in Exhibit 1 to this Agreement by January 15, 2018 to the offices of Jones & Tratos, located at 3773 Howard Hughes Parkway, Suite 200 North, Las Vegas, Nevada 89109. In addition, Moore unconditionally releases, defends and agrees to defend MeetingMatrix and da Vinci Holdings, Ltd. ("da Vinci") and their officers, directors, shareholders, servants, employees, agents and/or attorneys from all claims, demands, debts, causes of action, suits or liability of any kind, whether known or unknown, which Moore has ever had, now has or hereafter may have against MeetingMatrix and da Vinci and their officers, directors, shareholders, servants, employees, agents and/or attorneys upon or by reason of any matter or cause, including, but not limited to, those alleged in the Complaint and all proceedings in Case No. 18-cv-00373 in the Clerk of the United States District Court for the District of Nevada, or which may arise in any way in the future, for settlement or suit with MeetingMatrix.

B. In connection with the General Release granted herein, Moore and related entities, in a dispute with MeetingMatrix, have agreed to settle and release all claims, demands, damages, debts, causes of action, suits or liability of any kind, whether known or unknown, which Moore and related entities intend, through the agreement and counsel of their own counsel, to settle and to release fully, finally, absolutely and completely, and all claims, demands, damages, debts, causes of action, suits or liability, whether or not they do now exist, may exist, or hereafter may exist, related to the dispute between the parties identified in Paragraph A. In addition, Moore agrees to have no contact or any manner in any form with MeetingMatrix, any of its subsidiaries, employees, directors, officers, shareholders, agents, or attorneys, and any of its subsidiaries, employees, directors, officers, shareholders, agents, or attorneys, from January 15, 2018 until the date of the General Release Agreement dated January 23, 2018 and Paragraph five (5) of the Standard MeetingMatrix International, Inc. Standard Employment Agreement dated June 9, 2016, which remain in full force and effect, except as explicitly stated herein.

C. In connection with the General Release granted herein, MeetingMatrix and any of its subsidiaries, employees, directors, officers, shareholders, agents, and assigns acknowledge that there may be claims, demands, damages, causes of action, suits, or liability presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true, with respect to the matters complained of in the Complaint and all pleadings in Case No. A457900 on file in the Clark County District Court, State of Nevada. Nevertheless, MeetingMatrix and related entities intend, through this Agreement, and upon a view of their own counsel, to settle and otherwise fully, finally, and forever release all such matters, and all claims, demands, damages, causes of action, suits, or liability relative thereto, whether known or unknown, which do now exist or hereafter may exist, to the extent that MeetingMatrix and related entities identified the claim, demand, dispute, or liability, and to the extent that the Clark County District Court, State of Nevada, in its final, non-appealable order, has ever or could lawfully maintain any claim, demand, dispute, or liability, and to the extent that MeetingMatrix and related entities are or may be involved in settling or enforcing this Agreement.

D. Moore and related entities represent, and warrant by promise of defense, indemnification and indemnity, that (1) this is its authority, to enter into this Agreement "in order to effectuate a total and complete settlement; and (2) that Moore had not sold, assigned, granted or transferred any, other person, firm, corporation, or entity, any claim, counter claim, demand, or cause of action, including, arising or existing prior to the date of this Agreement.

E. MeetingMatrix represents, and warrants by promise of defense, holding harmless and indemnity, that: (1) MeetingMatrix has authority to enter into this Agreement in order to effectuate a total and complete settlement; and (2) that MeetingMatrix has not sold, assigned, granted or transferred to a third party or firm, a claim, obligation, or right, and claim, counterclaim or demand, or any of them, or any part thereof, pre-existing prior to date of this Agreement.

F. Moore acknowledges that during the term of his employment with MeetingMatrix, he has acquired, and become acquainted with various trade secrets and other confidential information, including, but not limited to, financial information, product information, data, and statistical information, and, including, and statistical data, and confidential information, including, but not limited to, confidential bids, and information, business and financial information, including, but not limited to, confidential information, and other confidential information, improvements, inventions, for example, all works of authorship, processes, and business strategies (collectively "trade secrets"), all of which are owned by MeetingMatrix and legally used in the operation of MeetingMatrix's business. Moore specifically agrees that he shall not, cause, misappropriate, or disclose any of MeetingMatrix's trade secrets or confidential information, directly or indirectly, to any other person, in any manner, in any way, at any time, or perpetually. Moore acknowledges and agrees that the above terms shall remain in full force and effect of any of MeetingMatrix's trade secrets or confidential information obtained by Moore during the course of his employment with MeetingMatrix, whether in a present or future MeetingMatrix position or at any future and independent work, service, or contract, in the past, present, future, or future, or products, and related information, including, but not limited to, all works of authorship, processes, and business strategies (collectively "trade secrets"), all of which are owned by MeetingMatrix and legally used in the operation of MeetingMatrix's business.

constitute unfair competition. Moore agrees not to engage in any unfair competition with MeetingMatrix. Moore further agrees not to compete with MeetingMatrix for a period of one (1) year from the execution date of this Agreement. Moore further agrees that all files, records, documents, drawings, specifications, equipment and all similar items relating to MeetingMatrix's business, whether prepared by Moore or others, are and shall remain exclusively the property of MeetingMatrix and that all such information, including backup and duplicate copies, shall be returned to MeetingMatrix immediately upon execution of this Agreement. Moore further agrees that he has an ongoing duty to return all originals and copies of all MeetingMatrix confidential and confidential information in his custody, possession or control to MeetingMatrix perpetually.

2. DISMISSAL OF ACTION WITH PREJUDICE

in Exhibit 1 to this Agreement, and payment of the consideration indicated in Paragraph 1(A) the parties agree that the legal action referred to in Paragraph 1(A) will be dismissed with prejudice, all parties to bear their own attorneys' fees and costs.

3. NO ADMISSIONS

It is expressly understood and agreed that the execution of this Agreement and the release and discharge of the undersigned is not in any way an admission and acknowledgment of fault or liability by any party hereto.

4. NON-DISCLOSURE, NON-DISPARAGEMENT

A. Notwithstanding, it is further understood and agreed that the terms and conditions of this Agreement shall remain confidential and that such confidentiality is a material element of this Agreement. The parties hereto warrant and agree that they, their officers, directors, and employees shall not disclose the specific terms and conditions of this Agreement to any third party without the prior written consent of the other party, except in the course of or pursuant to such disclosure as may be required by a court of law or by any legal or administrative rule of law or regulation or by a governmental authority to which the parties may be subjected.

8. Non-disparagement. The parties agree not to make, utter, publish, reveal or otherwise disseminate any remarks disparaging, defaming, negating, or diminishing the conduct, status, nature, or character of the other party, their officers, directors, shareholders, servants, employees, agents, and/or their attorneys.

6. GENERAL PROVISIONS

A. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, understandings, oral or written, and all other agreements, understandings, oral or written, between the parties hereto, including any oral or written agreements, understandings, oral or written, entered into by the parties hereto on or after the date of the execution of this Agreement and the Addendum. This Agreement and the Addendum shall be read and construed as a single document.

F. Employee Agreement dated June 9, 2004. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall constitute a draft, constitute a waiver of any other provision, whether or not stated, and shall not be deemed to constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party effecting the waiver.

B. Modification and amendment. This Agreement may not be modified, amended, or supplemented, nor may any obligations hereunder be waived, except by written instrument signed by the party not charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

C. Breach by Moore. Moore acknowledges that the rights granted to MeetingMatrix concerning the proprietary information and confidential information and trade secrets of MeetingMatrix, and the effect on character of the information, the loss of which would be irreparable and substantial, and the damage to the business at law; accordingly, a breach by Moore of this Agreement will cause MeetingMatrix irreparable injury and damage. MeetingMatrix shall be entitled, as a matter of right, without further notice to Moore, to seek injunctive relief and equitable remedies, including but not limited to, specific performance, and to seek damages, including but not limited to, the right to seek the full compensation value, shall be no additional, and not in lieu of any other right and remedies which MeetingMatrix may have, whether at law or in equity, or for damages or otherwise.

D. Liquidated damages. Moore agrees to use his best efforts to comply with the provisions of this Agreement. If Moore breaches this Agreement, MeetingMatrix shall be entitled to liquidated damages of \$100,000 per month plus \$10,000 per day thereafter, after that this clause represents a reasonable estimate of the loss to be suffered by MeetingMatrix, which would be lost by MeetingMatrix in the event of a breach of this Agreement, and is not a penalty.

E. Waiver of remedies. No waiver of any breach of any agreement or provision of this Agreement shall be deemed a waiver of any continuing or succeeding breach of the same or any other agreement or provision hereunder.

F. Severability clause. The paragraph headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the paragraphs to which they relate.

G. Independent advice. Each party acknowledges that in entering into and executing this Agreement he or she has the independent counsel and legal advice of an attorney at law, and he or she does not rely upon the representations of any other party hereto unless expressly stated to the contrary in writing.

H. Construction. Each party to this Agreement has reviewed this Agreement, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in any interpretation of this Agreement.

I, _____, This Agreement shall be construed and enforced under Nevada law. The parties represent that the undersigned have the right, power, legal capacity and authority to enter into and perform their obligations under the Agreement and no approvals or consents of any other persons or entities other than the individuals signatory to this Agreement are required for the execution of this Agreement and who are signatory to this Agreement are the duly authorized representatives of the parties, acting for the purposes of this Agreement, and are not acting in any capacity as heirs, executors, administrators, estates, or any other authorized, authorized, proper representatives, successors, and assigns of the undersigned.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, or has caused this Agreement to be executed by their duly authorized representatives, as of the date set forth below:

Effective Date of Agreement: 11/2, 2002

THIS AGREEMENT CONTAINS A RELEASE AND WAIVER. READ CAREFULLY BEFORE SIGNING

David H. Moore

STATE OF NEVADA

ss

COUNTY OF CLARK

On this the 27th day of November, 2002, before me personally appeared: David H. Moore to me known to be the person named herein and who executed the foregoing GENERAL RELEASE, SETTLEMENT AND CONFIDENTIALITY AGREEMENT and who acknowledged that he/she voluntarily executed same.

NOTARY PUBLIC

_____ Inc

Print Name: _____

STATE OF _____

COUNTY OF _____

On this the _____ day of _____, 2002, before me personally appeared Craig Gilroy to me known to be the person named herein and who executed the foregoing GENERAL RELEASE, SETTLEMENT AND CONFIDENTIALITY AGREEMENT and who acknowledged that he/she voluntarily executed same.

NOTARY PUBLIC

LIST OF PROPERTY

| ITEM | DESCRIPTION | PRICE | RETURNED | COMMENTS |
|------|--------------------------|------------|----------|----------|
| 4 | HP LaserJet 4000 Printer | \$1,499.00 | | ORIGINAL |
| 5 | HP LaserJet 4000 Printer | \$1,499.00 | | ORIGINAL |
| 6 | HP LaserJet 4000 Printer | \$1,499.00 | | ORIGINAL |
| 7 | HP LaserJet 4000 Printer | \$1,499.00 | | ORIGINAL |
| 8 | HP LaserJet 4000 Printer | \$1,499.00 | | ORIGINAL |
| 9 | HP LaserJet 4000 Printer | \$1,499.00 | | ORIGINAL |
| 10 | HP LaserJet 4000 Printer | \$1,499.00 | | ORIGINAL |
| 11 | HP LaserJet 4000 Printer | \$1,499.00 | | ORIGINAL |
| 12 | HP LaserJet 4000 Printer | \$1,499.00 | | ORIGINAL |
| 13 | HP LaserJet 4000 Printer | \$1,499.00 | | ORIGINAL |
| 14 | HP LaserJet 4000 Printer | \$1,499.00 | | ORIGINAL |
| 15 | HP LaserJet 4000 Printer | \$1,499.00 | | ORIGINAL |
| 16 | HP LaserJet 4000 Printer | \$1,499.00 | | ORIGINAL |
| 17 | HP LaserJet 4000 Printer | \$1,499.00 | | ORIGINAL |
| 18 | HP LaserJet 4000 Printer | \$1,499.00 | | ORIGINAL |
| 19 | HP LaserJet 4000 Printer | \$1,499.00 | | ORIGINAL |
| 20 | HP LaserJet 4000 Printer | \$1,499.00 | | ORIGINAL |
| 21 | HP LaserJet 4000 Printer | \$1,499.00 | | ORIGINAL |
| 22 | HP LaserJet 4000 Printer | \$1,499.00 | | ORIGINAL |
| 23 | HP LaserJet 4000 Printer | \$1,499.00 | | ORIGINAL |
| 24 | HP LaserJet 4000 Printer | \$1,499.00 | | ORIGINAL |
| 25 | HP LaserJet 4000 Printer | \$1,499.00 | | ORIGINAL |
| 26 | HP LaserJet 4000 Printer | \$1,499.00 | | ORIGINAL |
| 27 | HP LaserJet 4000 Printer | \$1,499.00 | | ORIGINAL |
| 28 | HP LaserJet 4000 Printer | \$1,499.00 | | ORIGINAL |

| 1 | 2 | ITEM DESCRIPTION | PRICE | RETURNED | COMMENTS |
|----|----|----------------------------------------------------------|-----------|------------------|----------|
| 2 | 3 | 4GB 3.3V 1.8" x 1.1" Memory | \$ 14.95 | YES | 7.2MB |
| 3 | 4 | U-900 tripod for use with all cameras | \$ 44.95 | YES | |
| 4 | 5 | Canon Filter Set | \$ 109.00 | YES | |
| 5 | 6 | Canon DV Rechargeable Battery | \$ 22.00 | NOT | |
| 6 | 7 | Canon Optura Dual Battery Charger | \$ 150.00 | YES | |
| 7 | 8 | Canon Neat Scan Software CD-ROM | \$ 14.95 | YES | |
| 8 | 9 | Canon Neat Scan Software CD-ROM | \$ 14.95 | YES | |
| 9 | 10 | Canon Neat Scan Software CD-ROM | \$ 14.95 | NOT | |
| 10 | 11 | Canon Neat Scan Software CD-ROM | \$ 14.95 | YES | |
| 11 | 12 | Canon Neat Scan Software CD-ROM | \$ 14.95 | NOT | |
| 12 | 13 | Canon Neat Scan Software CD-ROM | \$ 14.95 | NOT | |
| 13 | 14 | MeetingMatrix Software CD ROMs and documentation | See Below | YES | |
| 14 | 15 | Demo disk for all MeetingMatrix Products | See Below | SOME | |
| 15 | 16 | Meeting Matrix digital/electronic content | See Below | SOME | |
| 16 | 17 | MeetingMatrix Product Guides | \$ 310.00 | SOME | |
| 17 | 18 | MeetingMatrix Letterhead and Stationery | \$ 310.00 | SOME | |
| 18 | 19 | Business Cards for MeetingMatrix customers and contracts | See Below | Trash | |
| 19 | 20 | MeetingMatrix Business Card | See Below | Trash | |
| 20 | 21 | MeetingMatrix Lead Forms | See Below | Not Such a Thing | |
| 21 | 22 | MeetingMatrix Marketing Collateral | See Below | SOME | |
| 22 | 23 | MeetingMatrix Business Plans and all other things | See Below | Erased | |
| 23 | 24 | MeetingMatrix Business Plans and all other things | See Below | In your database | |
| 24 | 25 | MeetingMatrix Business Plans and all other things | See Below | | |
| 25 | 26 | MeetingMatrix Business Plans and all other things | See Below | | |
| 26 | 27 | MeetingMatrix Business Plans and all other things | See Below | | |
| 27 | 28 | MeetingMatrix Business Plans and all other things | See Below | | |

Case 3:18-cv-00373-LB
 Filed 01/17/18
 Page 25 of 129
 Case 3:18-cv-00373-LB
 Filed 01/17/18
 Page 25 of 129

11 ACKNOWLEDGEMENT

12

13 The undersigned hereby acknowledges that the property, as listed in the above-

14 referred to Exhibits, and the contents thereof, as shown in the photos

15 dated this 17th day of November, 1963,

16

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| | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Heather M. Sager (SBN 186566); Ayse Kuzucuoglu (SBN 251114) VEDDER PRICE (CA), LLP 275 Battery Street, Suite 2464 San Francisco, California 94111 TELEPHONE NO.: (415) 749-9500 FAX NO.: (415) 749-9502 ATTORNEY FOR (Name): Plaintiffs Steep Hill Laboratories, Inc., et al. | | CM-010 FOR COURT USE ONLY ENDORSED FILED ALAMEDA COUNTY DEC 20 2017 CLERK OF THE SUPERIOR COURT By: D. OLIVER, Deputy | |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF Alameda STREET ADDRESS: 1225 Fallon Street MAILING ADDRESS: CITY AND ZIP CODE: Oakland 94612 BRANCH NAME: Rene C. Davidson Courthouse | | | |
| CASE NAME: Steep Hill Laboratories, Inc., et al. v. David H. Moore | | | |
| CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) | | <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) | |
| <input type="checkbox"/> Counter | | <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) | |
| CASE NUMBER 17886732 | | JUDGE: DEPT.: | |

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

| | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other P/DPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/DPD/WD (23) Non-P/DPD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input checked="" type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/DPD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15) | Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39) | Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43) |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. <input type="checkbox"/> Large number of separately represented parties b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary, declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): Seven (7)

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: December 20, 2017

Heather M. Sager

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

 Form Adopted for Mandatory Use
 Judicial Council of California
 CM-010 (Rev. July 1, 2007)
CIVIL CASE COVER SHEET
 Cal. Rules of Court, rules 2.30, 3.220, 3.400-3.403, 8.740
 Cal. Standards of Judicial Administration, std. 3.10
www.courtinfo.ca.gov

 American LegalNet, Inc.
www.FormsWorkflow.com

FAXED

F. ADDENDUM TO CIVIL CASE COVER SHEET

Unified Rules of the Superior Court of California, County of Alameda

Short Title:

Steep Hill Laboratories, Inc., et al. v. Moore

Case Number:

CIVIL CASE COVER SHEET ADDENDUM

THIS FORM IS REQUIRED IN ALL NEW UNLIMITED CIVIL CASE FILINGS IN THE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

[X] Oakland, Rene C. Davidson Alameda County Courthouse (446) [] Hayward Hall of Justice (447)
[] Pleasanton, Ga'e-Schenone Hall of Justice (448)

| Civil Case Cover Sheet Category | Civil Case Cover Sheet Case Type | Alameda County Case Type (check only one) |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Auto Tort | Auto tort (22) | [] 34 Auto tort (G) Is this an uninsured motorist case? [] yes [] no |
| Other PI / PD / WD Tort | Asbestos (04) Product liability (24) Medical malpractice (45) Other PI/PD/WD tort (23) | [] 75 Asbestos (D) [] 89 Product liability (not asbestos or toxic tort/environmental) (G) [] 97 Medical malpractice (G) [] 33 Other PI/PD/WD tort (G) |
| Non - PI / PD / WD Tort | Bus tort / unfair bus. practice (07) Civil rights (08) Defamation (13) Fraud (16) Intellectual property (19) Professional negligence (25) Other non-PI/PD/WD tort (35) | [] 79 Bus tort / unfair bus. practice (G) [] 80 Civil rights (G) [X] 84 Defamation (G) [] 24 Fraud (G) [] 87 Intellectual property (G) [] 59 Professional negligence - non-med. cal (G) [] 03 Other non-PI/PD/WD tort (G) |
| Employment | Wrongful termination (36) Other employment (15) | [] 38 Wrongful termination (G) [] 85 Other employment (G) [] 53 Labor comm award confirmation [] 54 Notice of appeal - L.C.A. |
| Contract | Breach contract / Wrnty (06) Collections (09) Insurance coverage (18) Other contract (37) | [] 04 Breach contract / Wrnty (G) [] 81 Collections (G) [] 86 Ins. coverage - non-complex (G) [] 98 Other contract (G) |
| Real Property | Eminent domain / Inv Cdm (14) Wrongful eviction (33) Other real property (26) | [] 18 Eminent domain / Inv Cdm (G) [] 17 Wrongful eviction (G) [] 36 Other real property (G) |
| Unlawful Detainer | Commercial (31) Residential (32) Drugs (38) | [] 94 Unlawful Detainer - commercial [] 47 Unlawful Detainer - residential [] 21 Unlawful detainer - drugs Is the deft. in possession of the property? [] Yes [] No |
| Judicial Review | Asset forfeiture (05) Petition re: arbitration award (11) Writ of Mandate (02) Other judicial review (39) | [] 41 Asset forfeiture [] 62 Pet. re: arbitration award [] 49 Writ of mandate Is this a CEQA action (Publ.Res.Code section 21000 et seq) [] Yes [] No [] 64 Other judicial review |
| Provisionally Complex | Antitrust / Trade regulation (03) Construction defect (10) Claims involving mass tort (40) Securities litigation (28) Toxic tort / Environmental (30) Ins covrg from cmplx case type (41) | [] 77 Antitrust / Trade regulation [] 82 Construction defect [] 78 Claims involving mass tort [] 91 Securities litigation [] 93 Toxic tort / Environmental [] 95 Ins covrg from complex case type |
| Enforcement of Judgment | Enforcement of judgment (20) | [] 19 Enforcement of judgment [] 08 Confession of judgment |
| Misc Complaint | RICO (27) Partnership / Corp. governance (21) Other complaint (42) | [] 90 RICO (G) [] 88 Partnership / Corp. governance (G) [] 68 All other complaints (G) |
| Misc. Civil Petition | Other petition (43) | [] 06 Change of name [] 69 Other petition |

VEDDER PRICE (CA), LLP
Heather M. Sager, Bar No. 186566
hsager@vedderprice.com
Ayse Kuzucuoglu, Bar No. 251114
akuzucuoglu@vedderprice.com
275 Battery Street, Suite 2464
San Francisco, California 94111
T: +1 415 749 9500
F: +1 415 749 9502

Attorneys for Plaintiffs
STEEP HILL LABORATORIES, INC. and
JMICHAELE KELLER

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

STEEP HILL LABORATORIES, INC., and
JMICHAELE KELLER,

Plaintiffs,

v.

DAVID H. MOORE, an individual; and DOES
1 through 10, inclusive,

Defendants.

Case No. RG17886732

ASSIGNED FOR ALL PURPOSES TO:
HONORABLE RONNI MACLAREN
DEPARTMENT 25

**[PROPOSED] ORDER REGARDING
PRELIMINARY INJUNCTION**

Date: January 25, 2018
Time: 9:00 a.m.
Dept: 25
Judge: Hon. Ronni MacLaren

Trial Date: None set.
Date Action Filed: December 20, 2017

1 Based upon Plaintiffs Steep Hill Laboratories, Inc. and Jmichaele Keller's Motion for
2 Preliminary Injunction, on the Memorandum of Points and Authorities in Support, on the
3 Supporting declarations attached thereto, including the Declaration of Ayse Kuzucuoglu
4 regarding notice, and on the argument of the parties made by counsel at the hearing on January
5 25, 2018, in Department 25 of the above-titled court, the following are ordered by this Court:

6 **PRELIMINARY INJUNCTION**

7 Defendant, his agents, and/or any person acting on his behalf, is restrained and enjoined
8 from:

9 1. Maintaining any website including defamatory statements about Plaintiffs; the
10 website <http://davidhmoore.weebly.com/meeting-matrix.html> and all related content shall be
11 taken down; and

12 2. Distributing any type of defamatory communication about Plaintiffs, including
13 flyers, e-mails and posts on social media; and

14 3. Going within 100 feet of Plaintiff Keller or of steep Hill Laboratories, Inc.'s
15 business address.

16
17 **IT IS SO ORDERED.**

18
19
20 Dated: January __, 2018

By: _____
Honorable Ronni Maclaren

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Attorneys for Plaintiffs
 STEEP HILL LABORATORIES, INC. and
 JMICHAELE KELLER

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF ALAMEDA

STEEL HILL LABORATORIES, INC., and
 JMICHAELE KELLER,

Plaintiffs,

v.

DAVID H. MOORE, an individual; and DOES
 1 through 10, inclusive,

Defendants.

Case No. RG17886732

ASSIGNED FOR ALL PURPOSES TO:
 HONORABLE RONNI MACLAREN
 DEPARTMENT 25

**PLAINTIFFS' NOTICE OF MOTION
 AND MOTION FOR PRELIMINARY
 INJUNCTION; MEMORANDUM OF
 POINTS AND AUTHORITIES IN
 SUPPORT THEREOF**

Date: January 25, 2018
 Time: 9:00 a.m.
 Dept: 25
 Judge: Hon. Ronni MacLaren

Trial Date: None set.
 Date Action Filed: December 20, 2017

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that on Thursday, January 25, 2018, at 9:00 a.m., in
 3 Department 25 of the Alameda County Superior Court, located at 1221 Oak Street, Oakland,
 4 California 94612, Plaintiffs Steep Hill Laboratories, Inc. ("Steep Hill") and Jmichaele Keller
 5 ("Keller") (collectively, "Plaintiffs") will, and hereby do, move this Court for an order
 6 preliminarily enjoining Defendant David M. Moore ("Defendant" or "Moore") from behavior
 7 Plaintiffs contend amounts to defamation, invasion of privacy and stalking Keller, and
 8 intentionally interfering with existing and prospective economic relations of Plaintiffs.
 9 Specifically, Plaintiffs request that the Court order Defendant to permanently (1) take down the
 10 website <http://davidhmoore.weebly.com/meeting-matrix.html>, which contains defamatory
 11 statements about Plaintiffs, (2) refrain from distributing any type of defamatory communication
 12 about Plaintiffs, including flyers and e-mails, and (3) not go within 100 feet of Plaintiff Keller or
 13 Steep Hill's business (the "Motion").

14 On January 4, 2018, Plaintiffs brought an *Ex Parte* Application For Temporary
 15 Restraining Order ("TRO") against Defendant, which the Court granted and set the coming
 16 hearing requiring Defendant to show cause as to why a preliminary injunction should not issue
 17 extending the TRO. Plaintiff was provided Notice of the TRO both by the Court and by the
 18 Plaintiffs via e-mail.

19 Good cause exists to grant this Motion because the evidence demonstrates Plaintiffs are
 20 likely to prevail on their underlying claims because Defendant has engaged in a pattern of
 21 stalking Keller and has created a website that contains defamatory comments about him, such as
 22 calling him a "homosexual predator," whom Defendant claims professed his love for Defendant,
 23 sexually harassed him and fired him for refusing to have sex with Keller. Defendant also recently
 24 physically assaulted Keller at a business conference where Keller was representing Steep Hill,
 25 and has distributed flyers to Plaintiffs' business contacts, existing and potential investors in which
 26 Keller is referred to and/or described as: "diagnosed sociopath," "narcissistic personality
 27 disorder," "proven sexual harasser," "greedy demonic scumbag," "left wife destitutute w (*sic*)

PTSD,” “partner jerry murdered,” “Jerry’s wife fleeced for \$” and “minority partner robbed.” The defamatory flyers also state, “DO NOT TRUST STEEP HILL LABS[sic] NEW OWNER AND CEO J. MICHAEL KELLER.” If this conduct continues, Plaintiffs will suffer irreparable harm because such activities will materially inhibit and harm Plaintiffs’ business and reputation, which business is largely defendant on funding from investors and the loyalty of its customers. Plaintiffs have no adequate, plain or speedy remedy at law.

This Motion is made pursuant to California Code of Civil Procedure sections 526 and 527 and California Rules of Court 3.1150(a) and is based upon on the Verified Complaint and exhibits filed in this action, this Motion, the accompanying Memorandum of Points and Authorities in Support, the Declarations of Ayse Kuzucuoglu, Paul Klein and Jmichaele Keller and all exhibits attached thereto, the pleadings and records on file herein, such further papers as may be filed in connection with this Motion and such other evidence and arguments as may be presented to this Court prior to or at the hearing on this Motion.

Dated: January 8, 2018

VEDDER PRICE (CA), LLP

By: 

Heather M. Sager
Ayse Kuzucuoglu

Attorney for Plaintiffs
STEEP HILL LABORATORIES, INC. and
JMICHAELE KELLER

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs seek issuance of a preliminary injunction enjoining Defendant from defaming Plaintiffs, invading the privacy of and stalking Keller and intentionally interfering with existing and prospective economic relations of Plaintiffs. Examples of the defamatory statements Defendant made against Keller on a website he created and in flyers he handed out at a business include “diagnosed sociopath,” “narcissistic personality disorder,” “proven sexual harasser,” “greedy demonic scumbag,” “left wife destitute w (*sic*) PTSD,” “partner jerry murdered,” “Jerry’s wife fleeced for \$” and “minority partner robbed.” The defamatory materials Defendant published also include comments such as “DO NOT TRUST STEEP HILL LABS NEW OWNER AND CEO J. MICHAEL KELLER.” Plaintiffs have no choice but to bring this motion for a preliminary injunction to protect their reputation, privacy and business interests and to halt Defendant’s continuing abusive and unlawful conduct that has caused and continues to cause Plaintiffs irreparable harm, which, to date, includes at least the following:

- Creating a website solely for the purpose of harassing and defaming Plaintiffs;
- Appearing at a trade show in Las Vegas and attacking Keller in public and in front of Steep Hill’s business partners;
- Distributing a pamphlet at the trade show in Las Vegas containing defamatory statements against Steep Hill and Keller;
- Making statements to Steep Hill’s investors that are false, defamatory and detrimental to the interests of Plaintiffs.

Injunctive relief is necessary to protect Keller, who feels unsafe due to Defendant’s stalking, and to prevent further injury to Plaintiffs’ reputation, privacy and business interests. Unless an injunction is entered immediately, Plaintiffs will continue to suffer irreparable harm in the form of further damage to reputation, invasion of privacy, and loss of business opportunities and goodwill, as well as further emotional distress to Keller. In contrast, an injunction will not cause undue burden for Defendant, but will instead require him only to comply with the laws of this state. Each of the actions Defendant committed outlined above and further detailed herein was grossly inappropriate and against the law. For the foregoing reasons, Plaintiffs respectfully request that this Court enter their requested preliminary injunction.

1 **II. STATEMENT OF FACTS**

2 Moore is a former employee of a company founded and previously owned by Keller,
 3 which was known as MeetingMatrix International, Inc. ("MeetingMatrix"). (See Declaration of
 4 Jmichaele Keller ("Keller Decl.") at § 2.) Moore worked at MeetingMatrix from January 23,
 5 2000 through September 4, 2002 and signed an Employment Agreement acknowledging that he
 6 was an employee of the Company. (*Id.*; Exhibit A, Moore's Employment Agreement with
 7 MeetingMatrix.) Following the termination of his employment, Moore claimed that he was owed
 8 part of MeetingMatrix and refused to return the MeetingMatrix property in his possession,
 9 resulting in a lawsuit against Moore by MeetingMatrix, which later settled out of court. (See
 10 Keller Decl. at § 3; Exhibit B, complaint by MeetingMatrix against Moore on November 27,
 11 2002.)

12 Since his separation from MeetingMatrix, Moore developed a personal vendetta against
 13 Keller and has intentionally been engaging in a pattern of bizarre and harmful conduct towards
 14 Keller and his reputation. (See Keller Decl. at § 4.)

15 Keller started working as the CEO of Steep Hill on December 5, 2015. (See Keller Decl.
 16 at § 1.) On November 15, 2017, while Keller was attending the MJBiz Con / Marijuana Business
 17 Conference in Las Vegas (the "Conference") on behalf of Steep Hill, Moore (who had no reason
 18 to be at the Conference) approached Keller and started yelling at him, and a large number of
 19 people around them could hear him. (See Keller Decl. at § 5; Exhibit C, police report regarding
 20 Moore's November 15, 2017 attack on Keller.) Moore then proceeded to "body slam" Keller
 21 three times and pushed him back against an exhibit booth until three people pulled him off of
 22 Keller. (*Id.*) While being escorted out of the Conference, Moore threatened several bystanders,
 23 stating that he "will kick their fucking ass." (*Id.*) A witness to the incident reported in the police
 24 report, "If I hadn't removed [Moore] from the area, I believe he would have ended up fighting
 25 other people as he was extremely agitated and violent." (*Id.*)

26 Moore also handed out flyers at the Conference, which used the following terms to refer
 27 to and/or describe Keller: "diagnosed sociopath," "narcissistic personality disorder," "proven
 28

sexual harasser,” “greedy demonic scumbag,” “left wife destitutute w (*sic*) PTSD,” “partner jerry murdered,” “Jerry’s wife fleeced for \$” and “minority partner robbed.” The defamatory flyers Moore published at the Conference also stated, “DO NOT TRUST STEEP HILL LABS NEW OWNER AND CEO J. MICHAEL KELLER.” (*See* Keller Decl. at § 6; Exhibit D, flyer distributed by Moore at the Conference; *See* Declaration of Paul Klein (“Klein Decl.”) at ¶¶ 3 & 4.

On November 17, 2017, while attending a meeting at the MJBiz Conference, Steep Hill’s interim Director of Human Resources saw Moore leaving copies of the same flyers about Keller and Steep Hill outside of the men’s bathroom near a conference room. (Klein Decl. at ¶ 5.) He immediately contacted security to alert them that Moore was still distributing flyers at the MJBiz Conference. A couple of security guards and Klein approached Moore. (*Id.*) When Moore realized that security was about to stop him, Moore began shouting at Klein, “I will find you; you are next” and kept glaring at him in a menacing way, which made Klein feel extremely threatened and uncomfortable, resulting in his filing of a police report against Moore. (*Id.* at ¶¶ 5-6; Exhibit B, Police Report filed by Klein against Moore.)

The day after this incident, Henry Finkelstein, the Founder of Cannabis Big Data, a strategic business partner of Steep Hill, sent Keller an e-mail entitled “[s]mear campaign against you personally,” with copies of the fliers Moore handed out at the MJBiz Conference attached. (*See* Keller Decl. at § 7; Exhibit E, November 16, 2017 e-mail Keller received from Finkelstein, containing defamatory fliers handed out by Moore.)

On November 21, 2017, Keller received an e-mail from Mitch Baruchowitz, the Managing Partner of Merida Capital Partners and former General Counsel of Steep Hill, entitled “Did you get choked in Vegas?” In his e-mail, Baruchowitz asked, “heard some crazy story about you getting assaulted – what the heck?” (*See* Keller Decl. at § 8; Exhibit E, November 21, 2017 e-mail Keller received from Baruchowitz.) Merida Capital Partners is a current investor of Steep Hill that is currently contemplating further investment and has been actively introducing Steep Hill to other investors. (*Id.*)

1 Keller have also learned that, on November 19, 2017, Moore contacted one of Steep Hill
 2 Israel's founders/investors on LinkedIn, sent him messages stating "Jmichaele Keller is a
 3 worthless scumbag. DO NOT DO BUSINESS WITH HIM" and also forwarded to him copies of
 4 the defamatory fliers Moore handed out at the MJBiz Conference (see Exhibit D). (See Keller
 5 Decl. at § 9; Exhibit G, LinkedIn messages Moore sent to Steep Hill Israel's investor.

6 On November 28, 2017, Keller received an e-mail from Jason Adler, the Managing
 7 Partner at Gotham Green Partners, stating that he received copies of the defamatory fliers Moore
 8 handed out at the MJBiz Conference (see Exhibit D) in the mail. (See Keller Decl. at § 10;
 9 Exhibit H, November 28, 2017 e-mail Keller received from Adler. Just days before Moore's
 10 assault, Gotham Green Partners invested monies in Steep Hill and had indicated they also would
 11 invest in Steep Hill's next round of funding. (*Id.*) Given Moore's actions, Plaintiffs believe that
 12 further investment is now in jeopardy. (*Id.*)

13 In any fund raising for Steep Hill, Kellers integrity as the CEO of Steep Hill is paramount
 14 in any investor's mind. (See Keller Decl. at § 11.) Moore's actions have already tainted that
 15 perception with current and potential investors as evidenced by the fact that four current investors
 16 of Steep Hill requested teleconferences with Keller since Moore's attack, asking for an
 17 explanation of Moore defamatory statements, flyers and actions. (*Id.*) They have expressed
 18 concern regarding Moore's actions and comments in the context of weighing whether to invest
 19 further in Steep Hill. (*Id.*) Plaintiffs are concerned the investors might withdraw their support if
 20 this behavior is not discredited or is allowed to continue, to the extreme detriment of Steep Hill's
 21 corporate livelihood and Keller's professional career. (*Id.*)

22 Moore also created a bizarre website that contains outrageous and degrading accusations
 23 against Keller and several other individuals (including three different dentists who treated Moore,
 24 whom he calls "demonic dentists" and "greedy men who torture and extort"). (See
 25 <http://davidhmoore.weebly.com/meeting-matrix.html>.) (See Keller Decl. at § 12.) For example,
 26 in his website, Moore claims that Keller is a "homosexual predator," who professed his love for
 27 Moore, sexually harassed him and fired him for refusing to have sex with Keller. (*Id.*)

Defendant's defamatory statements are not only false and unfounded; they are also outrageous and violate the laws of the State of California.

After learning of this lawsuit and Plaintiffs' TRO application in late-December 2017, Moore started posting additional defamatory statements about me and Steep Hill on Steep Hill's Facebook page. (See Keller Decl. at § 15; Exhibit I, Moore's Facebook posts about Plaintiffs.) In his Facebook posts, Moore copied the defamatory fliers he previously circulated to Steep Hill's investors (see Exhibit D) and also wrote Keller "lives in the Netherlands so he can hire his boy prostitutes in private" and "is siphoning money from Steep Hill Labs LLC Profits to his family." *Id.* In addition, on January 2, 2018, Moore sent e-mails to defense counsel in which he repeated his defamatory statements, and copied Steep Hill's investor relations and other Steep Hill employees who know nothing about this matter. (See Declaration of Ayse Kuzucuoglu ("Kuzucuoglu Decl.") at § 2; Exhibit 1, Moore's January 2, 2018 e-mail to defense counsel.)

III. LEGAL ARGUMENT

A preliminary injunction may be issued to enjoin unlawful acts that would result in immediate and irreparable harm to the moving party. See CAL. CIV. PROC. CODE § 526(a)(1)-(2); see also *Robbins v. Super. Ct.*, 38 Cal. 3d 199, 205 (1985). The purpose of a preliminary injunction is to preserve the *status quo* pending trial. *Continental Baking Co. v. Katz*, 68 Cal. 2d 512, 528 (1968). In determining whether to grant an injunction, a trial court "must exercise its discretion in favor of the party most likely to be injured. If the denial of an injunction would result in great harm to the Plaintiff, and the Defendant would suffer little harm if it were granted, then it is an abuse of discretion to fail to grant the preliminary injunction." See *Robbins*, 38 Cal. 3d at 205 (holding that the trial court abused its discretion by denying plaintiffs' motion for a preliminary injunction).

While the court has broad discretion in ruling on an injunction application, such discretion is exercised in consideration of two interrelated factors. First, the court determines who will suffer greater injury. See *Shoemaker v. City of Los Angeles*, 37 Cal. App. 4th 618, 633 (1995); *Teamsters Local 856 v. Priceless, LLC*, 112 Cal. App. 4th 1500, 1509 (2003); *Ready Link*

1 *Healthcare v. Cotton*, 126 Cal. App. 4th 1006, 1016 (2005). Second, the court considers whether
 2 there is a reasonable probability that the plaintiff will prevail on the merits. *See Robbins*, 38 Cal.
 3 3d at 206; *Am. Credit Indemnity Co. v. Sacks*, 213 Cal. App. 3d 622, 630 (1989); *Pillsbury,*
 4 *Madison & Sutro v. Schectman*, 55 Cal. App. 4th 1279, 1283 (1997).

5 The court is guided by a “mix” of the potential-merit and interim-harm factors; the greater
 6 the plaintiff’s showing on one, the less must be shown on the other to support an injunction. *See*
 7 *Butt v. State of Calif.*, 4 Cal. 4th 668, 678 (1992); *Dodge, Warren & Peters Ins. Servs. v. Riley*,
 8 105 Cal. App. 4th 1414, 1420 (2003).

9 Here, a preliminary injunction is wholly warranted in order to (1) restrain Defendant’s
 10 unlawful defamatory conduct, severe invasion of privacy and interference with Plaintiffs’
 11 business, and (2) prevent Defendant from further harming Plaintiffs. Defendant’s conduct overtly
 12 contravenes public policy and the law, which is designed to protect the reputation, privacy and
 13 business rights of individuals. Here, Defendant’s conduct has caused severe mental anguish and
 14 emotional distress to Keller and harmed his reputation and career opportunities. (*See Keller Decl.*
 15 *at § 14.*) Similarly, Steep Hill’s business has also suffered because it is being associated with a
 16 CEO who is falsely labeled as a “sexual harasser,” “homosexual predator” and “diagnosed
 17 sociopath.” Such conduct has significantly impaired, and will continue to impair, the value of
 18 Steep Hill’s business and its goodwill, and it has been severely disruptive to Keller’s reputation,
 19 personal life and career. (*Id.*)

20 In the absence of a preliminary injunction, Steep Hill and Keller will suffer irreparable
 21 and immeasurable harm, in an amount that cannot be adequately compensated for by monetary
 22 damages as Defendant will continue to harass, defame and invade the privacy of Keller and harm
 23 Steep Hill’s business reputation. In fact, Plaintiffs are so concerned about future attacks by
 24 Defendant that they are contemplating hiring additional security to accompany him to a currently
 25 scheduled conference to ensure his safety. (*See Keller Decl. at § 13.*) A preliminary injunction
 26 constitutes a patently appropriate form of relief, and will maintain the *status quo* while the
 27 pending judicial action is being litigated. Compared to the overreaching and growing harm that
 28

1 Plaintiffs are enduring due to Defendant's wrongful conduct, a preliminary injunction will have
 2 minimal effect on Defendant as demonstrated herein.

3 A. Plaintiffs' Harm Absent an Injunction Far Outweighs the Negligible Effect a
 4 Preliminary Injunction Will Have on Defendant

5 In deciding whether to enter an injunction, the court must exercise its discretion "in favor
 6 of the party most likely to be injured." *Robbins*, 38 Cal. 3d at 205. If plaintiffs are likely to
 7 suffer greater injury from denial of the injunction than defendants will suffer if injunction is
 8 granted, then the injunction should be entered. *Shoemaker*, 37 Cal. App. 4th at 633; *Teamsters*
 9 *Local*, 856, 112 Cal. App. 4th at 1509; *Ready Link Healthcare*, 126 Cal. App. 4th at 1016.

10 Here, the injunctive relief that Plaintiffs seek — to enjoin Defendant from harassing,
 11 defaming and invading the privacy rights of Plaintiffs — causes Defendant no harm whatsoever.
 12 It merely forces him to comply with the law.

13 In contrast, the failure to grant an injunction puts the very heart of Steep Hill's business at
 14 risk and will further ruin Keller's already tarnished reputation. Defendant's misconduct has
 15 already irreparably harmed Plaintiffs, and it will only continue to do so. The term "irreparable
 16 injury" means that species of damages, whether great or small, that ought not to be submitted to
 17 on the one hand or inflicted on the other. *Wind v. Herbert*, 186 Cal. App. 2d 276, 285 (1960).
 18 This definition warrants the use of an injunction against a wrong that the court deems insufferable
 19 because it constitutes an overbearing assumption by one person of superiority and domination
 20 over the rights and property of others. *Fretz v. Burke*, 247 Cal. App. 2d 741, 746 (1967); *McCain*
 21 *v. Phoenix Res.*, 185 Cal. App. 3d 575, 581 (1986).

22 The irreparable injury Plaintiffs will continue to suffer if Defendant is not prevented from
 23 defaming and invading the privacy rights of Keller and interfering with Steep Hill's business is
 24 substantial and immeasurable. Keller has spent decades building his reputation and career, and
 25 Steep Hill's business success is tied to Keller's reputation. As a small and growing company,
 26 Steep Hill will rely heavily on the investment community in order to grow its business.
 27 Therefore, accusations against Keller will severely derail those fundraising efforts and place not
 28 only Keller and Steep Hill in peril but the jobs of Steep Hill employees. Defendant's false and

1 defamatory statements about Plaintiffs, as detailed above, have caused and continue to cause them
 2 irreparable harm and damage and to injure Steep Hill's business, reputation and goodwill. (See
 3 Keller Decl. at § 14.)

4 Defendant's willingness to blatantly attack, harass and defame Keller also demonstrates
 5 his nefarious intentions that will result in ongoing irreparable injury to Plaintiffs. In light of this
 6 conduct, it is clear that Defendant intends to harm Keller by causing him severe mental and
 7 emotional anguish, disrupting his personal life and ruining his career, all of which also impacts
 8 Steep Hill's business. Under these circumstances, Plaintiffs should be entitled to preliminary
 9 injunction against Defendant prohibiting him from engaging in his unlawful conduct.

10 **B. Plaintiffs Are Likely to Succeed on the Merits**

11 As explained above, Moore published statements about Keller including that he is a
 12 "diagnosed sociopath," "narcissist," "proven sexual harasser" and "greedy demonic scumbag,"
 13 etc. Moore also published written and electronic material stating, "DO NOT TRUST Steep Hill
 14 New Owner and CEO Michael Keller." Even after the filing of this lawsuit, Plaintiff defamed
 15 Plaintiffs by posting on Facebook and sending e-mails to Steep Hill employees in which he
 16 claims that Keller "lives in the Netherlands so he can hire his boy prostitutes in private" and "is
 17 siphoning money from Steep Hill Labs LLC Profits to his family," none of which is true. (See
 18 Keller Decl. at § 15; Kuzucuoglu Decl. at § 2.) All of these comments constitute slander and libel
 19 per se. On that cause of action alone, Plaintiffs are extremely likely to succeed on the merits.
 20 These statements impute a crime and mental disorders upon Keller as well as impede Plaintiffs'
 21 business. Additionally, Moore's actions constitute several other torts and crimes including libel,
 22 false-light defamation and invasion of privacy, intentional interference with business relations,
 23 intentional infliction of emotional distress, negligent infliction of emotional distress, harassment
 24 and stalking. Keller has personally witnessed occasions of Defendant's stalking, including at the
 25 Conference in Las Vegas at which he was attacked by Moore. Therefore, Plaintiffs are highly
 26 likely to succeed on the merits against Defendant.

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1 **IV. CONCLUSION**

2 Based on the above Points and Authorities and the attached exhibits, Plaintiffs have
 3 shown that they are entitled to a preliminary injunction preventing Defendant from further using
 4 their name and likeness to publish discriminatory, slanderous, misleading and false information
 5 about Plaintiffs and preventing Defendant from further stalking and harassing Keller in
 6 contravention with California law. For all the foregoing reasons, Plaintiffs respectfully request
 7 that this Court enter a Preliminary Injunction and Order to Show Cause Why a Preliminary
 8 Injunction Should Not Issue. Specifically, the Plaintiffs respectfully request that the Court enter a
 9 preliminary injunction ordering Defendant to (1) take down the website
 10 <http://davidhmoore.weebly.com/meeting-matrix.html>, which contains defamatory statements
 11 about Plaintiffs, (2) refrain from distributing any type of defamatory communication about
 12 Plaintiffs, including flyers and e-mails, and (3) not go within 100 feet of Plaintiff Keller or Steep
 13 Hill business.

14 Dated: January 8, 2018

VEDDER PRICE (CA) LLP

15
16 By: 

Heather M. Sager
Ayse Kuzucuoglu

17
18 Attorneys for Plaintiffs
19 STEEP HILL LABORATORIES, INC. and
20 JMICHAEL KELLER
21
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 JMICHAELE KELLER

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF ALAMEDA

STEEL HILL LABORATORIES, INC., and
 JMICHAELE KELLER,

Plaintiffs,

v.

DAVID H. MOORE, an individual; and DOES
 1 through 10, inclusive,

Defendants.

Case No. RG17886732

ASSIGNED FOR ALL PURPOSES TO:
 HONORABLE RONNI MACLAREN
 DEPARTMENT 25

**DECLARATION OF JMICHAELE
 KELLER IN SUPPORT OF
 PLAINTIFFS' MOTION FOR
 PRELIMINARY INJUNCTION**

Date: January 25, 2018
 Time: 9:00 a.m.
 Dept: 25
 Judge: Hon. Ronni MacLaren

Trial Date: None set.
 Date Action Filed: December 20, 2017

I, Jmichaele Keller, declare as follows:

1. I am the Chief Executive Officer of Steep Hill Laboratories, Inc. ("Steep Hill") and a Plaintiff in the above-referenced action. I started working as the CEO of Steep Hill on December 2, 2015. I make this declaration in support of my and Steep Hill's Motion for

1 Preliminary (the "Motion"). The matters stated in this Declaration are true and correct of my
2 own knowledge.

3 2. Defendant David H. Moore ("Moore") is a former employee of a company I
4 previously owned, which was known as MeetingMatrix International, Inc. ("MeetingMatrix").
5 Moore worked at MeetingMatrix from January 23, 2000 through September 4, 2002 and signed
6 an Employment Agreement acknowledging that he was an employee of the Company. Attached
7 hereto as **Exhibit A** is a true and correct copy of Moore's Employment Agreement with
8 MeetingMatrix.

9 3. Following the termination of his employment, Moore claimed that he was owed
10 monies for an ownership interest in MeetingMatrix and refused to return the MeetingMatrix
11 property in his possession, resulting in a lawsuit against Moore by MeetingMatrix, which later
12 settled out of court. Attached hereto as **Exhibit B** is a true and correct copy of the Complaint
13 filed by MeetingMatrix against Moore on November 27, 2002.

14 4. Since his separation from MeetingMatrix, Moore developed a personal vendetta
15 against me and has intentionally been engaging in a pattern of bizarre and harmful conduct
16 towards me and my reputation.

17 5. On November 15, 2017, while I was attending the MJBiz Con / Marijuana
18 Business Conference in Las Vegas (the "MJBiz Conference") on behalf of Steep Hill, Moore
19 approached me and started yelling, "You're a fucking asshole, you owe me 3% of the company,"
20 and other profanities and expletives at me, during which time a large number of people around us
21 could hear him. Attached hereto as **Exhibit C** is a true and correct copy of the police report I
22 filed regarding Moore's November 15, 2017 attack on me. Moore then proceeded to "body slam"
23 me three times and pushed me back against an exhibit booth until three people physically pulled
24 him off of me. While being escorted out of the MJBiz Conference, Moore threatened several
25 bystanders, stating that he "will kick their fucking ass." A witness to the incident reported in the
26 police report, "If I hadn't removed [Moore] from the area, I believe he would have ended up
27 fighting other people as he was extremely agitated and violent." (*See Exhibit C.*)
28

6. I was told that Moore also handed out flyers to various attendees of the conference and left stacks of the flyers in numerous locations at the MJBiz Conference. The flyers used the following terms to refer to and/or describe me: “diagnosed sociopath,” “narcissistic personality disorder,” “proven sexual harasser,” “greedy demonic scumbag,” “left wife destitute w (sic) PTSD,” “partner jerry murdered,” “Jerry’s wife fleeced for \$” and “minority partner robbed.” The defamatory flyers Moore published at the Conference also stated, “DO NOT TRUST STEEP HILL LABS NEW OWNER AND CEO J. MICHAEL KELLER.” Attached hereto as **Exhibit D** are true and correct copies of the flyers distributed by Moore at the Conference.

7. The day after this incident, Henry Finkelstein, the Founder and CEO of Cannabis Big Data, a strategic business partner of Steep Hill, sent me an e-mail entitled “[s]mear campaign against you personally,” with copies of the fliers Moore handed out at the MJBiz Conference attached. Attached hereto as **Exhibit E** is a true and correct copy of the November 16, 2017 e-mail I received from Finkelstein, containing defamatory fliers handed out by Moore.

8. On November 21, 2017, I received an e-mail from Mitch Baruchowitz, the Managing Partner of Merida Capital Partners, entitled “Did you get choked in Vegas?” In his e-mail, Baruchowitz asked, “heard some crazy story about you getting assaulted – what the heck?” Attached hereto as **Exhibit F** is a true and correct copy of the November 21, 2017 e-mail I received from Baruchowitz. Merida Capital Partners is a current investor in Steep Hill that is currently contemplating further investment and has been actively introducing Steep Hill to other potential investors.

9. I have also learned that, on November 19, 2017, Moore contacted one of Steep Hill Israel’s founders/investors on LinkedIn, sent him messages stating “Jmichaele Keller is a worthless scumbag. DO NOT DO BUSINESS WITH HIM” and also forwarded to him copies of the defamatory fliers Moore handed out at the MJBiz Conference (see **Exhibit D**). Attached hereto as **Exhibit G** is a true and correct copy of the LinkedIn messages Moore sent to Steep Hill’s Israeli investor.

1 10. On November 28, 2017, I received an e-mail from Jason Adler, the Managing
2 Partner at Gotham Green Partners, stating that he received copies of the defamatory fliers Moore
3 handed out at the MJBiz Conference (see **Exhibit D**) in the mail. Attached hereto as **Exhibit H** is
4 a true and correct copy of the November 28, 2017 e-mail I received from Adler. Just days before
5 Moore's assault, Gotham Green Partners invested monies in Steep Hill and had indicated they
6 would invest in our next round of funding. Given Moore's actions I believe that further
7 investment is now in jeopardy.

8 11. In any fund raising for Steep Hill, my integrity is paramount in any investor's
9 mind. Moore's actions have already tainted that perception with current and potential investors as
10 evidenced by the fact that four current investors of Steep Hill requested teleconferences with me
11 since Moore's attack, asking for an explanation of Moore defamatory statements, flyers and
12 actions. They have expressed concern regarding Moore's actions and comments in the context of
13 weighing whether to invest further in Steep Hill. I am concerned they might withdraw their
14 support if this behavior is not discredited or is allowed to continue, to the extreme detriment of
15 Steep Hill's corporate livelihood and my professional career.

16 12. Moore also has created a bizarre website that contains outrageous and degrading
17 accusations against me and several other individuals (including three different dentists who
18 treated Moore, whom he calls "demonic dentists" and "greedy men who torture and extort"). (See
19 <http://davidhmoore.weebly.com/meeting-matrix.html>.) For example, in his website, Moore
20 claims that I am a "homosexual predator," who professed his love for Moore, sexually harassed
21 him and fired him for refusing to have sex with me. (*Id.*) Moore's defamatory statements are
22 completely false, unfounded and insulting.

23 13. There have been previous incidents with Moore where I felt threatened, but the
24 hope was that the actions would simply stop on their own. That has not been the case. Steep Hill
25 and I now are so concerned about future attacks by Moore that we are contemplating hiring
26 additional security to accompany me to currently scheduled conferences to ensure my safety.

1 14. I am very embarrassed to learn that numerous people in my professional circle
 2 heard about the incident and read Moore's defamatory statements about me. Moore has caused
 3 me severe mental and emotional anguish, disrupted my personal life and is trying to ruin my
 4 career, all of which directly impacts Steep Hill's business. He appears to be using the LinkedIn
 5 platform to systematically identify and target my business contacts to attempt to discredit me and
 6 Steep Hill. Without the issuance of an injunction, Moore will continue to have free reign to
 7 defame and diminish my reputation and I will continue to be irreparably harmed both personally
 8 and professionally. Moreover, the business concerns of Steep Hill, including the livelihood of
 9 third parties employed by the Company, are directly impacted by loss of investor confidence and
 10 the negative impact on our ability to seek and obtain continued financial support as the Company
 11 grows. I feel that without this injunction irreparable harm will result to me personally and to
 12 Steep Hill's business.

13 15. After learning that Steep Hill and I filed suit and sought a restraining order against
 14 him, in late-December 2017, Moore started posting additional defamatory statements about me
 15 and Steep Hill on Steep Hill's Facebook page. Attached hereto as **Exhibit I** are true and correct
 16 copies of Moore's Facebook posts about Steep Hill and I.

17 I declare under penalty of perjury subject to the laws of the State of California that the
 18 foregoing information is true and correct. Executed this 6th day of January, 2018, at San
 19 Francisco, California.


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 22 J. Michael Keller
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EXHIBIT A

Addendum to Standard
Employee Agreement of
David H. Moore
June 2001

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termination of his lease with Dana/Glass Multifamily for his apartment in York, Pennsylvania. A schedule reflecting the anticipated expenses is attached as Exhibit 7 and incorporated by reference. MeetingMatrix shall not be obligated to reimburse Moore for more than one hundred ten percent (110%) of the amount reflected as estimated costs on Exhibit 7 Subscribed and sworn before me this the 19th day of June, 2001

13. Moore shall be entitled to receive five percent (5%) of the Net Sale Proceeds arising from a Sale Transaction occurring within one hundred eighty (180) days of the Effective Date and three percent (3%) of the Net Sale Proceeds of a Sale Transaction occurring thereafter when such Net Sale Proceeds are received. Moore shall forfeit any claim to any Net Sale Proceeds if at the time a Sale Transaction occurs he is no longer employed by MeetingMatrix unless his termination of employment was involuntary on the part of Moore and without Cause as defined herein. Moore shall be entitled to enter into any agreement with the purchaser in any Sale Transaction without diminution of his right to receive a percentage of Net Sale Proceeds as provided herein.

The term "Sale Transaction" shall mean any transaction the economic effect of which is the transfer of ninety-five percent (95%) or more control of MeetingMatrix or da Vinci Holdings, Ltd. ("da Vinci") to a person or entity who is not an Affiliate of any person or entity who is a shareholder of da Vinci at the Effective Date, including issuance of stock in MeetingMatrix or da Vinci and sale or transfer of already existing shares of da Vinci or MeetingMatrix. A Sale Transaction shall be deemed to occur when the stock of either MeetingMatrix or da Vinci is transferred on the books of either corporation, or at the time an unconditional obligation arises to sell or transfer such stock, whichever occurs first.

The term "Cause" for termination of employment shall include, but not be limited to, violation of this Addendum or any Agreement incorporated herein by reference, malfeasance, or violation of any of the Standard Operating Procedures or other policies adopted or promulgated from time to time by MeetingMatrix.

The term "Net Sale Proceeds" from a Sale Transaction shall be the total cash received in exchange for the sale or transfer of stock reduced by a sum equal to any commission paid to a person or entity which is not an Affiliate of any shareholder of MeetingMatrix or da Vinci at the Effective Date in connection with or arising from the Sale Transaction and all other expenses of such Sale Transaction including any transfer tax or fee, any escrow fee, and any legal or accounting fees. Net Sale Proceeds shall not include payments in connection with any Sale Transaction for continuing employment, consultation, non-competition or any other purpose, which is not directly in consideration for the transfer or issuance of stock.

The term "Affiliate" of any person means any member of the immediate family of a person or any person, firm or entity which controls or is controlled by any person, or is controlled by the same persons, firms or entities which shall then control a person in a relationship of joint venture, company or other form of business association or any entity created or operated for the benefit of any said person, firm or entity. In this definition, the

term "control" shall include
interests in the firm or
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shall mean any individual
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EXHIBIT B

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 3 Jerald F. Karadour, Nevada Bar No. 10000 (96)
 4 Quirk & Tratos
 5 3773 Howard Hughes Parkway
 6 Suite 500 North
 7 Las Vegas, Nevada 89119
 8 (702) 792-3773
 9 (702) 792-9902 facsimile

10 And boys for Plaintiff
 11 MeetingMatrix International, Inc.

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STRICT COURT
 CLAI COUNTY, NEVADA

MEETINGMATRIX INTERNATIONAL
 INC.

Plaintiff

DA

Defendants

ORDER TO SHOW CAUSE

TO: DAVID H. MOORE, Defendant

The Court having examined the Complaint and Affidavit in Support of Order to show Cause on file herein and finding that the Affidavit and Complaint meet the requirements of the Nevada Revised Statutes and the Court being fully advised in the premises and good cause appearing therefore.

IT IS HEREBY ORDERED that you are to appear in Department 2 of the above-entitled Court at the hour of 10:00 AM on January 18, 2018, and show cause why the property described in said Complaint and Affidavit should not be taken from you and delivered to the Plaintiff.

Quirk & Tratos
 Suite 500 North, 3773 Howard Hughes Parkway
 Las Vegas, Nevada 89109
 (702) 792-3773
 (702) 792-9902 (fax)



Quirk & Tratos
Suite 500 North, 3773 Howard Hughes Parkway
Las Vegas, Nevada 89109
(702) 792-3773
(702) 792-9002 (fax)

QUIRK & TRATOS

Submitted by

Attorneys for Plaintiff
Macgregor & International, Inc.
Las Vegas, Nevada 89109
Suite 500 North
3773 Howard Hughes Parkway
Quirk & Tratos
3773 Howard Hughes Parkway
Las Vegas, Nevada 89109
(702) 792-3773

ALDORE J. VEGAL
JUDGE

2002

DATED this day

hearing date

IT IS FURTHER ORDERED that you may file affidavits on your behalf with the Court and you may appear and present testimony on your behalf at the hearing, or you may, at or prior to the hearing, file with the Court a written undertaking to stay delivery of the property pursuant to N.R.S. § 31.25. IT IS FURTHER ORDERED that if you fail to appear, Plaintiff will apply to the Court for a writ of Possession. IT IS FURTHER ORDERED that this Order and Affidavit in support of this Order shall be served upon the Defendant pursuant to N.R.C.P. Rule 4(d) by service of a true copy thereof pursuant to said rule not later than two (2) days prior to the above-mentioned hearing date.

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TRICT COURT
CLAI COUNTY, NEVADA

CASE NO:
DEPT NO:

EX PARTE APPLICATION FOR ORDER TO SHOW CAUSE WHY PROPERTY
SHOULD NOT BE TAKEN FROM DEFENDANT AND DELIVERED TO PLAINTIFF


Plaintiff, MeetingMatrix International, Inc. by and through their attorneys, the law firm of QUIRK & TRATOS, asks this Court for an Order to Show Cause why MeetingMatrix's property, should not be taken from Defendant David H. Moore and delivered to MeetingMatrix since all such property is owned by MeetingMatrix and Moore has no legal right to detain such property, after the termination of his employment with MeetingMatrix

Quirk & T
Sullivan 500 North, 3773 N
Las Vegas, NV
(702) 3
611-1000

This application is based upon the affidavits, papers and documents on file herein, and the Points and Authorities attached hereto.

Dated: October 17, 2003 RK & TPATOS

By:


Jonathan F. Kardon Nevada Bar No. 5688
677 Howard Hughes Parkway
Suite 500 North
Las Vegas, Nevada 89109
Attorneys for Plaintiff

POINTS AND AUTHORITIES

1. Plaintiff, the Plaintiff, is entitled to have an ORDER TO SHOW CAUSE WHY the Plaintiff's property should be TAKEN FROM DEFENDANT AND GIVEN TO PLAINTIFF. DEFENDANT is entitled to have an ORDER TO SHOW CAUSE WHY the Plaintiff's property should be TAKEN FROM PLAINTIFF AND GIVEN TO DEFENDANT. THE ALLEGED CAUSE OF THE DETENTION OF THE PROPERTY IS THAT THE PROPERTY HAS NOT BEEN PAID FOR. THE PLAINTIFF HAS THE FULL VALUE OF THE PROPERTY.

N.R.S. § 31-850 states:

Whenever a person is taken, an affidavit shall be made by the plaintiff or the person in his behalf and filed with the court showing:

1. That the plaintiff is the owner of the property claimed particularly described in the affidavit, entitled to the possession thereof;

2. That the property is wrongfully detained by the defendant;

3. The alleged cause of the detention thereof according to law, and a recovery and of removal and relief;

4. That the cause has not been taken for a tax assessment or fine or a violation of a statute, or seized under an execution or an affidavit against the property of the plaintiff or if so seized that the statute exempt from such seizure the property of the plaintiff of the property.

N.R.S. § 31-850 states:

If a plaintiff fails to make the affidavit, and if it is suspected that it may be the responsibility of NR § 31-850 shall require the plaintiff to show cause why the property should not be taken from the defendant and delivered to the plaintiff. Such cause shall be shown.

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1 1. Fix the date and time for the hearing thereon, which
2 shall be no sooner than 10 days from the date of issuance of the
3 order.

4 2. Inform the defendant that he may file affidavits on his
5 behalf with the court and may appear and present testimony on
6 his behalf at the hearing, or that he may, at or prior to such
7 hearing, file with the court a written undertaking to stay delivery
8 of the property pursuant to NRS 31.890.

9 3. Inform the defendant that if he fails to appear, the
10 plaintiff will apply to the court for a writ of possession.

11 4. Require service of the affidavit and order upon the
12 defendant, and fix the time and manner within such service shall
13 be made, which shall be by personal service or in such other
14 manner as the court may determine to be reasonably calculated
15 to afford notice of the proceeding to the defendant under the
16 circumstances appearing from the affidavit.

17 As indicated in the affidavit filed herewith, and attached hereto as Exhibit 1, and
18 incorporated herein by this reference, the requirements of N.R.S. § 31.850 have been met
19 and, thus, this Court is authorized pursuant to N.R.S. § 31.853 to issue an appropriate Order
20 to Show Cause. In addition, pursuant to the Court's discretion in N.R.S. § 31.863, Plaintiff
21 requests that no bond be required, as there is no dispute to Plaintiff's ownership rights to the
22 property listed in the affidavit filed herewith.

23 Dated: October 17, 2002 QUIRK & TRATOS

24 By: 

25 W. West Allen (Nevada Bar No. 5566)
26 Jenna F. Karadmir (Nevada Bar No. 7396)
27 Quirk & Tratos
28 3773 Howard Hughes Parkway
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Las Vegas, Nevada 89109

Attorneys for Plaintiff

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AFFIDAVIT IN SUPPORT OF ORDER TO SHOW CAUSE WHY PROPERTY SHOULD
NOT BE TAKEN FROM DEFENDANT AND DELIVERED TO PLAINTIFF

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Attorneys for Plaintiff
 ELECTRONIC TRUCK INTERNATIONAL, INC.

DISTRICT COURT
 CLARK COUNTY, NEVADA

WILLIAM J. MOORE, JR.
 Plaintiff
 v.
 JOHN DOE, JR.
 Defendant

Exemption from Arbitration:
 Action for Declaratory Relief

COMPLAINT FOR CLAIM AND DELIVERY OF PROPERTY,
 DECLARATORY RELIEF, AND DAMAGES

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 I

PARTIES

1 Plaintiff MeetingMatrix, Inc. ("MeetingMatrix") is a Delaware
2 corporation whose principal place of business is in Las Vegas,
3 Nevada.

4 Defendant Gerald Moore ("Moore") is an individual
5 residing in Clark County, Nevada.

6 Defendant John E. [redacted] ("[redacted]") the persons or the true identities are presently
7 unknown to MeetingMatrix and are being sued using fictitious names. MeetingMatrix
8 believes that such fictitious defendants may be responsible for and involved with the
9 actions described in this Complaint, and for the resulting damages to MeetingMatrix.
10 MeetingMatrix will amend this Complaint when the true identities of these defendants are
11 known.

FACTS COMMON TO ALL CLAIMS

12 Founded in 1968, MeetingMatrix is the premier provider of meeting room
13 configuration and design software in the global meeting industry. MeetingMatrix's products
14 provide an accurate and efficient means for planning an event by visually
15 depicting meeting space. MeetingMatrix's unique product line is a suite of proprietary
16 copyrighted software created through a combination of over twelve (12) years of research and
17 development.

18 On or about 2006, MeetingMatrix hired Moore to be a systems
19 analyst. Moore's employment with MeetingMatrix was terminable at will. The Employee
20 Agreement at issue and attached hereto as Exhibit 1 and
21 incorporated herein by reference.

22 With Moore's employment, MeetingMatrix was in a position of about February 24, 2008, Moore was
23 promoted to a sales position. Moore's job duties included sales of MeetingMatrix
24 products and services, including software licenses, to hotels and convention
25 centers.

26 As a MeetingMatrix salesperson, Moore had access to various MeetingMatrix
27 property. Such property included, but was not limited to, computers and associated peripheral devices and

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ables, an LCD projector and its stand, digital cameras and their batteries, a printer and its
 cable, office equipment including a fax machine and a chair, various printed materials
 and the MeetingMatrix company logo and trademark, marketing materials and product
 guides for MeetingMatrix products and services, digital and electronic MeetingMatrix content,
 business plans, MeetingMatrix brochures and packets and copies of the software, and
 MeetingMatrix's website database. ¶ 13 of the Complaint and the Affidavit of Craig
 Gray in Support of Order to Seize the Property Should Not Be Taken From
 Defendant and the Verified Complaint is a true and accurate copy of which is attached
 hereto for reference as Exhibit 2.

¶ 11 On July 1, 2015, Moore was terminated from his employment position
 pursuant to the Employment Agreement attached as Exhibit 1, section 5. In addition, Moore was
 also spending significant time on a project related to, but conflicting with, MeetingMatrix
 violating the Employment Agreement attached as Exhibit 1, section 4.

¶ 12 After his termination, Moore did not and still refuses to return any of
 MeetingMatrix's property.

¶ 13 The following is the list of property of MeetingMatrix and they in good faith have
 every reason to believe that the listed items of property are currently in Moore's
 possession:

| ITEM DESCRIPTION | PRICE |
|----------------------------------------------------------------------------------------------------------------------------------------|------------|
| 1. Apple 5K LCD monitor, power supply, AC cable and the Apple Display Cable | \$4,539.00 |
| Two Kodak DC230 Digital Camera | \$1,469.90 |
| Two Nikon D5000 Digital Camera | \$1,330.32 |
| Printer and Ink/toner cartridges | \$1,215.40 |
| Chair, table, LCD projector, power supply, two batteries, AC cable, digital camera, and all other listed personal items of Moore | \$5,173.50 |
| NEC 870 Super Slim Projector | \$1,268.95 |

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| | | | |
|----|----------------------------------------------|----|--------------------|
| 1 | NEC 870 Superscript Printer | ea | \$ 84.95 |
| 2 | Dell Docking Station with monitor and cables | ea | \$ 576.12 |
| 3 | Dell 19" Color Monitor and cable | | See Latitude price |
| 4 | Dell Keyboard | | \$ 36.94 |
| 5 | Logitech Trackball Mouse | | \$ 49.00 |
| 6 | Laserjet 3100XI Fax Copier | | \$ 605.95 |
| 7 | Multimedia Storage Case | | \$ 350.00 |
| 8 | Herman Aaron Office Chair | | \$ 734.00 |
| 9 | Canon XL16v Digital Camcorder | | \$4 175.00 |
| 10 | Canon Digital Video Camcorder | | \$ 180.00 |
| 11 | Canon Battery Pack | | \$1 239.00 |
| 12 | Canon XL1 Super Wide Angle Lens | | |
| 13 | Canon XL1 Digital Camera Hard Case | | \$ 305.00 |
| 14 | Canon Compact Flash Memory Card | | \$ 374.95 |
| 15 | Canon Filter Set | | \$ 44.95 |
| 16 | Canon Filter Set | | \$ 100.00 |
| 17 | Canon DV Head Cleaning Cassette | | |
| 18 | Canon Optura Dual Battery Charger | | \$ 150.00 |
| 19 | Xerox Network Modem | | \$ 179.85 |
| 20 | Backpack (Original Series) | | \$ 57.95 |
| 21 | Backpack with MeetingMatrix on front | ea | \$ 120.00 |
| 22 | Shure Wireless Microphone | | \$ 349.99 |
| 23 | KM7 Panorama Head | | \$1,249.75 |
| 24 | MeetingMatrix Software and PC licenses | | priceless |
| 25 | Demo disk for all MeetingMatrix software | ea | priceless |
| 26 | MeetingMatrix Digital Camera | | priceless |
| 27 | MeetingMatrix Product Videos | | \$ 300.00 |
| 28 | MeetingMatrix Literature and Sales Kit | ea | \$ 50.00 |

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Business Cards for MeetingMatrix customers and contacts priceless

MeetingMatrix Business Cards \$ 15.00

MeetingMatrix Lead Forms priceless

MeetingMatrix Marketing Collateral priceless

MeetingMatrix Business Plans and drafts thereof priceless

MeetingMatrix Contact and Custom Information priceless

Correspondence with MeetingMatrix Customers and Contacts priceless

Backup Storage Media of MeetingMatrix data on their computer priceless

Software CD ROMs for all Computer Applications put onto his machine priceless

Standard Operating Procedures and MeetingMatrix business policies priceless

See Affidavit of Craig Gilroy in Support of Order to Show Cause Why Property Should Not Be Taken From Defendant and Delivered to Plaintiff, ¶ 3. In addition, Defendant, without authorization from MeetingMatrix, used for his own benefit fourteen (14) nights of MeetingMatrix hotel credits provided at the Lowes Coronado Bay Hotel (3 rooms for 4 nights, 2 rooms for an additional 5 nights). The value of MeetingMatrix hotel credits that Defendant converted is approximately \$643.00.

14. The actual value of the above-listed MeetingMatrix physical property is approximately \$25,924.35, in addition to repossession expenses, and excluding MeetingMatrix intellectual property, which is of significant greater value.

FIRST CLAIM FOR RELIEF

(Conversion/Misappropriation)

15. MeetingMatrix repeats and realleges Paragraphs 1 through 14 of its Complaint as if fully set forth herein.

16. Upon information and belief, Moore currently has the above-listed

18

MeetingMatrix property. The property was

17 Upon his termination, Moore was required, pursuant to section 12 of the Employment Agreement, to return all MeetingMatrix property. Moore failed to do so.

18 Upon learning that Moore had not returned the above-mentioned property subsequent to his termination, MeetingMatrix then requested that Moore return all MeetingMatrix property. Moore refused to do so.

19 Moore's actions constitute a willful and wrongful exertion of dominion and control over MeetingMatrix property, consistent with MeetingMatrix's title and rights therein.

20 By his conduct referred to above, Moore has misappropriated, and converted MeetingMatrix property to his own benefit, and to further his own purposes, all to the detriment and damage of MeetingMatrix. In doing so, Moore is guilty of malice and conscious disregard of MeetingMatrix's property rights. MeetingMatrix is entitled to recover damages for sake of example and retribution of punishing Moore in an amount to be proven at trial.

21 As a result of Moore's conversion and misappropriation, MeetingMatrix has suffered damages in amount to be proven at trial that exceeds ten thousand dollars (\$10,000.00).

22 MeetingMatrix has been required to retain the services of an attorney to proceed with this action and is therefore entitled to reasonable attorneys' fees and costs.

SECOND CLAIM FOR RELIEF

(Deplevin)

23 MeetingMatrix repeats and re-alleges Paragraphs 1 through 20 of its Complaint as if set forth fully herein.

24 The MeetingMatrix property listed above is being wrongly detained by Moore.

25 The value of the property in excess of ten thousand dollars (\$10,000.00).

26 Moore has refused to deliver up the property to MeetingMatrix despite MeetingMatrix's request for return of the property to the damage of MeetingMatrix.

27 MeetingMatrix has been required to retain the services of an attorney to

processed with this regard. Moore is entitled to reasonable attorneys' fees and costs.

THIRD CLAIM FOR RELIEF

(Specific Performance of Employment Contract and Declaratory Relief)

28 MeetingMatrix reports that it alleges Paragraphs 1 through 25 of its Complaint as it set forth fully here.

29 On or about January 1, 2016, Moore entered into an Employment Agreement with MeetingMatrix.

30 In regard to the terms of the Employment Agreement, Moore was required to return all MeetingMatrix property upon his termination. Moore did not do so.

31 In addition to the Employment Agreement requirement, MeetingMatrix demanded the return of all MeetingMatrix property shortly after Moore's termination, but Moore refused to return the property. Moore's actions give rise to a present and existing dispute between the parties concerning MeetingMatrix's contractual rights to company property upon Moore's termination.

32 MeetingMatrix can and should require Moore return all MeetingMatrix property in accordance with the Employment Agreement, and that MeetingMatrix's contract rights thereunder be declared enforceable as against Moore.

FOURTH CLAIM FOR RELIEF

Unjust Enrichment

33 MeetingMatrix reports that it alleges Paragraphs 1 through 30 of its Complaint as it set forth fully here.

34 By a series of wrongful acts, Moore has received and continues to receive company property worth approximately one thousand dollars (\$10,000) that he has conveyed and misappropriated to other persons, in violation of MeetingMatrix's demand.

35 Moore's actions have been maintained at MeetingMatrix's expense and it would be inequitable for him to keep the property.


36 As a result, Moore is enjoined from retaining the property necessary for MeetingMatrix to retain counsel and prosecute its claim.

WHEREFORE Plaintiff Meeting Matrix International, Inc. demands and prays for judgment against Defendant as follows:

1. For declaratory judgment that Meeting Matrix's rights under the Employment Agreement are valid and enforceable and; for an order specifically requiring Defendant to immediately return to the company its property;
2. For an order requiring Defendant to reimburse the company for its expenses;
3. For an order requiring judgment to Meeting Matrix in amount to be proven at trial, which shall exceed \$10,000.00 plus interest against Defendant's assets to the extent of the same as provided herein;
4. For an order requiring Defendant to pay, for an order awarding Plaintiff an amount representing the value of the Meeting Matrix property in Defendant's possession, to be determined at trial;
5. For an order requiring punitive damages to Meeting Matrix against Defendant for Defendant's malicious conduct;
6. For an award of Plaintiff's reasonable attorneys fees incurred herein; and
7. For such other and further relief as the Court may deem just and proper.

Dated: October 17, 2017

JARK & TRACY LLP

By: 
 37 West Flamingo Avenue, Suite 200
 Las Vegas, Nevada 89103
 (702) 792-9002 (fax)

Attorney for Plaintiff
 Meeting Matrix International, Inc.

Quinn & Irwin
 Suite 500 North, 3773 Howard Hughes Parkway
 Las Vegas, Nevada 89109
 (702) 792-9002 (fax)

EXHIBIT C

Suspect:
☐ Cited ☐ Arrested ☐ Unknown
☐ City ☐ County
☐ Misdemeanor ☐ Gross Misdemeanor
☐ Felony

LAS VEGAS METROPOLITAN POLICE DEPARTMENT VICTIM'S INFORMATION GUIDE

This report is important for you to keep since it is the only way you will have to refer to your particular case and event number. If you need a copy of your report, it can be obtained during the hours 8 a.m. to 5 p.m., Monday through Friday, 8 a.m. to 3 p.m. on weekends from the LVMPD Police Records Section, 400 S. Martin L. King Blvd., Bldg. C, (702) 828-3476, **FIVE WORKING DAYS** after filing of the report, for a nominal fee.

ATTENTION: IT IS YOUR RESPONSIBILITY TO IMMEDIATELY NOTIFY THE LVMPD IF YOU SHOULD RECOVER YOUR STOLEN VEHICLE YOURSELF.

The department relies on a number of factors available in any report to assign a follow-up investigator. Experience has proven that certain information must normally be determined at the time of the initial investigation before a case has the potential for being solved. Without suspects, witnesses, evidence, or other investigative leads, a case cannot be solved except under special circumstances. For example, a suspect caught committing another crime is found with evidence linking him to this one, or he may confess to other crimes including this one. If you have any questions or additional information, please contact the detective handling your case at the appropriate telephone number listed below or complete an Additional Crime Information report. (Refer to the Event Number listed above.)

OBLIGATIONS OF CITIZENS FILING MISDEMEANOR CRIME REPORTS WITH LVMPD

1. If an arrest was not made, or if citation was not issued, and you wish to pursue this matter, you must contact the detective assigned to handle your case at the appropriate number listed below. **AT LEAST TEN (10) BUSINESS DAYS AFTER THE REPORT HAS BEEN FILED** Monday through Friday, 8:00 a.m. - 4:00 p.m. You may be required to testify against the defendant (suspect) if the case is prosecuted in the county. All felonies will be investigated.
2. You must give the Event Number at the top of this page if you call about your case.
3. If the suspect in your case is arrested or cited for a misdemeanor, **DO NOT CONTACT THE DETECTIVE ASSIGNED TO YOUR CASE.** You may get information about the status of your case by contacting either the County or City Victim Advocates (listed below). The police department does not have any court information.
4. If this is a misdemeanor crime report and is for **INSURANCE PURPOSES ONLY** or **YOU DO NOT WISH TO PROSECUTE**, and no one has been arrested, please **DO NOT** contact the detective.
5. If no arrest has been made and you need victim assistance, you may contact a Victim Advocate from the Police Department at (702) 828-2955.

CONTACT TELEPHONE NUMBERS

| | | | |
|--------------------|---------------|--------------------------------|----------------|
| Firearms | (702) 828-385 | Bolden Area Command | (702) 828-3347 |
| Identity Crimes | (702) 828-348 | Convention Center Area Command | (702) 828-3204 |
| Fraud | (702) 828-328 | Downtown Area Command | (702) 828-4314 |
| Abuse-Neglect | (702) 828-330 | Enterprise Area Command | (702) 828-4809 |
| Homicide | (702) 828-355 | Northeast Area Command | (702) 828-7355 |
| Missing Persons | (702) 828-254 | Northwest Area Command | (702) 828-8577 |
| Commercial Robbery | (702) 828-385 | Southeast Area Command | (702) 828-8242 |
| Sexual Assault | (702) 828-342 | South Central Area Command | (702) 828-8639 |
| | | Spring Valley Area Command | (702) 828-2639 |

LVMPD VICTIM ADVOCATE: Provides crisis intervention, an assessment of the immediate needs of the victims and their families, initiates crime victim assistance paperwork, provides referrals to other agencies, and functions as a liaison with LVMPD personnel and other law enforcement agencies. For assistance, please call the LVMPD Victim Advocate at (702) 828-2955 Monday through Friday 7:00 a.m. - 4:00 p.m.

LAS VEGAS CITY ATTORNEY VICTIM WITNESS ASSISTANCE: Provides specialized advocacy for victims of domestic violence or battery occurring within the City of Las Vegas. If you are a victim of domestic violence or battery and an arrest has been made or a citation has been issued, please contact the Las Vegas City Attorney's Victim Witness Advocate at (702) 229-2525.

CLARK COUNTY DISTRICT ATTORNEY VICTIM/WITNESS ASSISTANCE CENTER: Provides Justice Court and District Court case information and addresses any concerns you may have regarding your appearance as a witness. When you receive a subpoena to appear in a Justice Court or District Court case, please contact the Victim Witness Assistance Center at (702) 671-2525. If you move or have another address where you wish to receive a subpoena, please contact the advocates at the court.

ASSISTANCE TO VICTIMS OF VIOLENT CRIME: Victims of violent crime who are physically injured or victims of sexual assault may qualify for medical and counseling assistance under the State of Nevada under NRS 217. For information, contact the LVMPD Victim Witness Advocate, or the Nevada State Victims of Violent Crime Program at (702) 486-2740. Note: Applications for this service must be received within one year of the commission of the crime.

ASSISTANCE TO VICTIMS OF SEXUAL ASSAULT: Victims of sexual assault may be eligible for medical treatment and counseling under NRS 217. For information, call the Clark County District Attorney Victim Witness Assistance Center (702) 671-2525, or Rape Crisis Center at (702) 360-1640. Note: Applications for this service must be received within 60 days of the commission of the crime.

THREATS AND DISSUASION TO TESTIFY: Victims and witnesses threatened and/or asked not to testify or prosecute, should contact the detective assigned to the original case. You may also notify the prosecutor if you have already been assigned one.

Sospechoso:

- ☐ Citado ☐ Arrestado ☐ No se sabe
☐ Ciudad ☐ Condado
☐ Delito Menor ☐ Delito Menor Grave
☐ Delito Mayor

Es importante que usted conserve este reporte ya que es la única evidencia que tendrá para referirse a su caso particular y a su número de evento. Si necesita una copia de su reporte, la puede obtener, por una cuota nominal, en la Sección de Registros Policiales de LVMPD, 400 S. Martin L. King Blvd., Bldg. C, (702) 828-3476, de lunes a viernes de 8 a.m. a 5 p.m., y los fines de semana, de 8 a.m. a 3 p.m., después de CINCO DÍAS HÁBILES, de la fecha en que se presentó el reporte.

ATENCIÓN: ES SU RESPONSABILIDAD NOTIFICAR A LVMPD SI USTED RECUPERA LA POSESIÓN, PERSONALMENTE, DE SU VEHÍCULO ROBADO.

El departamento se basa en un número de factores disponibles en cuanto a la información que usted proporciona para determinar si se procesa cualquier caso. Sin sospechosos, testigos, pruebas, u otras pistas de investigación, un caso no se puede resolver, excepto bajo circunstancias especiales. Si usted tiene una denuncia en su persona que lo involucren con este crimen, puede o no necesitar información adicional, por favor comuníquese con el detective que le asignaron un formulario de Información Adicional de Delito. (Refiérase al Número de Evento anotado en la parte superior.)

El reporte, para designar un investigador que le de seguimiento. La experiencia, en la hora de la investigación inicial para tener la capacidad de resolver cualquier caso no se puede resolver, excepto bajo circunstancias especiales. Si usted tiene una denuncia en su persona que lo involucren con este crimen, puede o no necesitar información adicional, por favor comuníquese con el detective que le asignaron un formulario de Información Adicional de Delito. (Refiérase al Número de Evento anotado en la parte superior.)

OBLIGACIONES DE LOS CIUDADANOS QUE PRESENTAN REPORTES DE DELITOS MENORES A LVMPD

1. Si no hubo arresto, o si no se dio un citatorio y si desea darle seguimiento a este asunto, usted debe contactar al detective asignado a manejar su caso, al teléfono apropiado en la lista de abajo, CUANDO MENOS DIEZ (10) DÍAS LABORALES DESPUÉS DE QUE PRESENTO EL REPORTE, de lunes a viernes de 8 a.m. a 4 p.m. Puede requerirse que usted testifique contra el acusado (sospechoso) si el caso se procesa penalmente en la corte. Todos los casos al nivel felonía serán investigados.
2. Usted debe proporcionar el número de evento que se encuentra en la parte superior de esta hoja, si llama sobre su caso.
3. Si el sospechoso en su caso es arrestado o citado por un delito menor, NO SE COMUNIQUE CON EL DETECTIVE ASIGNADO A SU CASO. Usted puede obtener información sobre el estatus de su caso comunicándose ya sea con los abogados de las Víctimas del Condado o de la Ciudad (enumerados abajo). El departamento de policía no tiene ninguna información sobre el tribunal de justicia.
4. Si este es un reporte de un delito menor y es solamente por propósito de seguro o no desea un proceso penal, y nadie a sido arrestado, por favor no se comunique con el detective.
5. Si no se ha hecho ningún arresto y usted necesita ayuda como víctima, puede comunicarse con el departamento de servicios para Víctimas del Departamento de Policía al (702) 828-2955.

NÚMERO DE TELÉFONO

| | | | |
|-------------------------------------------|----------------|-------------------------------------|----------------|
| Armas de Fuego..... | (702) 828-3866 | Bolden Area Command..... | (702) 828-3347 |
| Crímenes de Identidad..... | (702) 828-3444 | Convention Center Area Command..... | (702) 828-3204 |
| Fraude..... | (702) 828-3200 | Downtown Area Command..... | (702) 828-4314 |
| Maltrato-Desacato..... | (702) 828-3555 | Enterprise Area Command..... | (702) 828-4809 |
| Homicidio..... | (702) 828-3666 | Northeast Area Command..... | (702) 828-7355 |
| Personas Extraviadas..... | (702) 828-2900 | Northwest Area Command..... | (702) 828-8577 |
| Robos a Establecimientos Comerciales..... | (702) 828-3555 | Southeast Area Command..... | (702) 828-8242 |
| Abuso Sexual..... | (702) 828-3444 | South Central Area Command..... | (702) 828-8636 |
| | | Spring Valley Area Command..... | (702) 828-2636 |

CENTRO DE AYUDA PARA VÍCTIMAS DE LVMPD: Provee colaboración a familias, inicia el papeleo de la reclamación para la compensación por el delito, y ayuda a las víctimas a obtener un citatorio. Para ayuda, por favor llame al (702) 828-2955.

AYUDA DEL FISCAL DE LA CIUDAD DE LAS VEGAS PARA VÍCTIMAS: Provee ayuda especializada para víctimas de violencia doméstica o maltrato cuando ocurre dentro de la Ciudad de Las Vegas. Si usted es otorgado un citatorio, por favor comuníquese con el Abogado de Víctimas al (702) 229-2525.

CENTRO DE AYUDA PARA VÍCTIMAS Y TESTIGOS DE LA OFICINA DEL TRIBUNAL DE JUSTICIA: Provee información de casos de delitos menores, y trata cualquier inquietud que usted tenga respecto a su presentación como testigo. Cuando usted recibe un citatorio, por favor comuníquese con el Centro de Ayuda para Víctimas y Testigos al (702) 671-2525. Si usted se cambia de domicilio o tiene otra dirección, por favor comuníquese con el Centro de Ayuda para Víctimas y Testigos al (702) 671-2525.

AYUDA PARA VÍCTIMAS DE DELITOS VIOLENTOS: Las víctimas de delitos violentos pueden calificar para tratamiento y consejería bajo la ley NRS217. Para información, comuníquese con el Centro de Ayuda para Víctimas y Testigos al (702) 828-2955. Las solicitudes para este servicio se deben de recibir durante el año que se cometió el delito.

AYUDA PARA VÍCTIMAS DE ABUSO SEXUAL: Las víctimas de abuso sexual pueden ser elegibles para tratamiento y consejería bajo la ley NRS217. Para información, comuníquese con el Centro de Ayuda para Víctimas y Testigos al (702) 828-2955. Las solicitudes para este servicio se deben de recibir dentro de los 60 días de que se cometió el delito.

AMENAZAR Y DISUADIR A LOS QUE TESTIFICAN: Las víctimas y testigos que sean amenazados o disuadidos para que no testifiquen, o que no le den seguimiento al proceso penal, deben comunicarse con el detective asignado a su caso al (702) 828-2955.

en crisis, una evaluación de las necesidades inmediatas de las víctimas y sus familias, provee referencias de otras agencias y funciona como contacto con los servicios para víctimas al (702) 828-2955.

TESTIGOS: Provee ayuda especializada para víctimas de violencia doméstica o maltrato y se ha hecho una denuncia. Para información, comuníquese con el Centro de Ayuda para Víctimas y Testigos al (702) 229-2525.

EL FISCAL DEL CONDADO DE CLARK: Provee información de casos de delitos menores, y trata cualquier inquietud que usted tenga respecto a su presentación como testigo. Cuando usted recibe un citatorio, por favor comuníquese con el Centro de Ayuda para Víctimas y Testigos al (702) 671-2525. Si usted se cambia de domicilio o tiene otra dirección, por favor comuníquese con el Centro de Ayuda para Víctimas y Testigos al (702) 671-2525.

Las víctimas de delitos violentos pueden calificar para tratamiento y consejería bajo la ley NRS217. Para información, comuníquese con el Centro de Ayuda para Víctimas y Testigos al (702) 828-2955. Las solicitudes para este servicio se deben de recibir durante el año que se cometió el delito.

Las víctimas de abuso sexual pueden ser elegibles para tratamiento y consejería bajo la ley NRS217. Para información, comuníquese con el Centro de Ayuda para Víctimas y Testigos al (702) 828-2955. Las solicitudes para este servicio se deben de recibir dentro de los 60 días de que se cometió el delito.

Las víctimas y testigos que sean amenazados o disuadidos para que no testifiquen, o que no le den seguimiento al proceso penal, deben comunicarse con el detective asignado a su caso al (702) 828-2955.

Las Vegas Metropolitan Police Department
400 S. Martin Luther King Blvd.
Las Vegas, NV 89106

Case Report No.: LLV171116001621



Administrative

Location 3150 PARADISE RD Las Vegas, NV 89109
Occurred On (Date / Time) Wednesday 11/15/2017 11:15:00 AM
Reporting Officer 15368 - Long, Stephanie
Entered By 15368 - Long, Stephanie
Related Cases

Or Between (Date / Time)
Reported On 11/16/2017
Entered On 11/16/2017 11:04:16 AM
Jurisdiction Clark County

Offenses:

Battery(M)-NRS 200.481.2A

Completed Yes Domestic Violence

Entry Premises Entered

Weapons Personal Weapons (Hands, Feet, Teeth, etc.)

Criminal Activities None/Unknown

Hate/Bias None (No Bias)

Type Security Tools

Location Type Government/Public Building

Victims:

Name: Keller, Jmichaels



ino

Notes:

Narrative

On 11/16/2017 at 1054 hours, Jmichael Keller came into CCAC to report Battery.

Keller states, on 11/15/2017 he was at the Marijuana Business Conference located at the Convention Center. Keller states, at approximately 1115 hours, the suspect David Moore approached him, yelling at a volume level. Keller states approximately 15-20 people heard him. Keller states, Moore proceeded to body slam him three times, pushing him backwards each time. Keller states, Moore had physically backed him against the exhibit booth that was next to his. He states, he did not suffer any injuries.

Antonio Daniel states, he witnessed Moore approaching Keller. He states, Moore started screaming at Keller and began to push him to the next booth. Daniel states, Keller was bent backwards from the force of Moore's body against his. Daniel states, he rushed over and helped disengage Moore from Keller and escorted Moore from the area. He states, Moore began threatening other bystanders on the way, screaming he would "kick their fucking ass." Daniel states, security was called and they secured the area. Daniel states, Moore was extremely agitated and violent.

Keller states, Moore is an ex-employee of a software company called "Meeting Matrix International Inc." Keller states, he owned the company and sold it back in 2012. Keller states, Moore is upset because he believes he should have received some of the proceeds when Keller sold the company. Keller states, he also sued Moore back in 2002.

Keller is being given a Victim's Information Guide.

Page 1 of 2LAS VEGAS METROPOLITAN POLICE DEPARTMENT
VOLUNTARY STATEMENT

Event #

171116-1521

THIS PORTION TO BE COMPLETED BY OFFICER

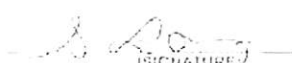
| | | |
|---------------------------------------------------|----------------------------------|------------------------------------------------------------------|
| Specific Crime <u>Battery</u> | Date Occurred <u>11/15/17</u> | Time Occurred |
| Location of Occurrence <u>3150 Paradise Rd</u> | Sector/Beat <u>M1</u> | <input type="checkbox"/> City <input type="checkbox"/> County |

| | | | | | | | |
|-------------------------------------------------------------------------------|-----------------|--------------------|-------------------------|---------------------------------------------------------------------------------------------------|-------------------------------------|-----------------------------------------|----------------------------------------------|
| Your Name (Last / First / Middle) <u>MICHAEL KEELER</u> | | | | Date of Birth <u>2/4/58</u> | | Social Security # <u>293-48-0094</u> | |
| Race <u>C</u> | Sex <u>M</u> | Height <u>5</u> | Weight <u>10 1/2</u> | Hair <u>Brown</u> | Work Sched. (Hours) <u>10/12</u> | (Days Off) <u>10/12</u> | Business School <u>STEEP HILLS HS INC</u> |
| Residence Address: (Number & Street) <u>MOCLAW 206</u> | | | | City <u>DELT, NETHERLANDS</u> | | State Zip Code <u>10194710</u> | |
| Bus. (Local) Address: (Number & Street) <u>1005 PARKER ST. BERKELEY CA</u> | | | | Bldg/Apt.# City <u>1005 PARKER ST. BERKELEY CA</u> | | State Zip Code <u>94710</u> | |
| Best place to contact you during the day <u>717-817-1977</u> | | | | Can You Identify the Suspect? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | |

DETAILS WE ARE EXHIBITING AT THE MARISANA BUSINESS CONFERENCE AT THE CONVENTION CENTER SHORTLY AFTER THE EXHIBITS OPENED DAVID MOORE APPROACHED ME, YELLED AT A VOLUME LEVEL THAT 15-20 PEOPLE COULD HEAR HIM. HE THEN PROCEEDED TO "BODY SLAM" ME THREE TIMES, PUSHING ME BACKWARDS EACH TIME. DAVID MOORE IS AN EX-EMPLOYEE OF A SOFTWARE COMPANY THAT I OWNED AND SOLD BACK IN 2010 HIS LAST EMPLOYMENT WITH MEETING MATRIX INTERNATIONAL, INC. ^{WAS} APPROXIMATELY 10 YEARS AGO. OBVIOUSLY HE KNEW THAT WE "STEEP HILL" WERE EXHIBITING AT MIBIZ. I FEAR THAT HE WILL RETURN TODAY IN A EVEN MORE VIOLENT FASHION. HIS HAS AN UNSTABLE MENTAL CONDITION.


I HAVE READ THIS STATEMENT AND I AFFIRM TO THE TRUTH AND ACCURACY OF THE FACTS CONTAINED HEREIN. THIS STATEMENT WAS COMPLETED AT (LOCATION) 250 Sierra Vista DR / CCAC ON THE 16 DAY OF November AT 1:54 (AM / PM) 2017 Kellip, S 11/16/17

Witness/Officer:


Witness/Officer:
LVMPD 85 (REV. 6-08)

(PRINTED)

PII


SIGNATURE OF PERSON GIVING STATEMENT

Página 2 de 2

DEPARTAMENTO DE POLICIA METROPOLITANA DE LAS VEGAS

DECLARACION VOLUNTARIA

Incidente #

171116-1521

ESTA SECCION DEBE SER LLENADA POR UN OFICIAL

| | | |
|---------------------|---------------------|---------------------------------------------------------------------|
| Delito | Fecha de los Hechos | Hora de los Hechos |
| Lugar de los Hechos | Sector/Beet | <input type="checkbox"/> Ciudad <input type="checkbox"/> Condado |

| | | | | | | | |
|------------------------------------------------|------|--------------|------|---------|--------|---------------------|-----------------------------------------------------------------------------------------|
| Nombre (Apellido/Nombre/Segundo Nombre) | | | | | | Fecha de Nacimiento | Número de Seguro Social |
| Raza | Sexo | Estatura | Peso | Cabello | Ojos | Horario de Trabajo | Empleador/Escuela |
| Dirección: (Número y Calle) | | Edif/Deplo # | | Ciudad | Estado | Código Postal | Teléfono Casa: |
| Dirección (Local) Trabajo: Número y Calle | | Edif/Deplo # | | Ciudad | Estado | Código Postal | Teléfono Trabajo: |
| Lugar para comunicarnos con ud. durante el día | | | | | | | Ocupación |
| | | | | | | | Horario para comunicarnos con ud. durante el día |
| | | | | | | | Puede Identificar al Sospachoso <input type="checkbox"/> Si <input type="checkbox"/> No |

DESCRIPCION DETALLADA

HE HAD PHYSICALLY BARRED ME AGAINST THE EXHIBIT BOOTH THAT WAS NEXT OURS OBSTRUCTING ANY MOVEMENT ON MY PART UNTIL TONY DANIEL AND TWO OTHER PEOPLE PULLED HIM OFF ME.

DAVID BELIEVES THAT HE SHOULD HAVE RECEIVED SOME OF THE PROCEEDS WHEN I SOLD THE COMPANY "MEETLOMATRIX INTERNATIONALS INC" IN 2012. DAVID LEFT THE EMPLOYMENT OF THE COMPANY IN 2001.

JAME IMICHAEL E. COIT

MEETLOMATRIX FILED A LAWSUIT AGAINST DAVID MOORE IN CLARK COUNTY IN OCTOBER OF 2000,

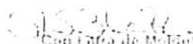
HE LEIDO ESTA DECLARACION Y CONFIRMO LA VERACIDAD Y EXACTITUD DE LOS HECHOS ANTES MENCIONADOS. ESTA DECLARACION SE REALIZO EN (LUGAR)

EL DIA _____ DE _____ A LAS _____ (AM/PM).

Testigo/Oficial

Testigo/Oficial

(Firma)



Firma del Declarante



Witness

Page 1 of 1

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

VOLUNTARY STATEMENT

Event #

171116-1521

THIS PORTION TO BE COMPLETED BY OFFICER

| | | |
|---------------------------------------------------|----------------------------------|------------------------------------------------------------------|
| Specific Crime <u>Battery</u> | Date Occurred <u>11/15/17</u> | Time Occurred |
| Location of Occurrence <u>3150 Paradise Rd</u> | Sector/Beat <u>M1</u> | <input type="checkbox"/> City <input type="checkbox"/> County |

| | | | | | | | |
|-------------------------------------------------------------------|-----------------|---------------------|----------------------|--------------------------------------------------------|----------------------------|------------------------------------------------------------------------|---------------------------|
| Your Name (Last / First / Middle) <u>DANIEL ANTONIO ROY</u> | | | | Date of Birth <u>5-10-71</u> | | Search Security # <u>353-92-5756</u> | |
| Race <u>C</u> | Sex <u>M</u> | Height <u>6"</u> | Weight <u>350</u> | Hair <u>Black</u> | Eyes <u>Blue</u> | Work Schdl. (Hours) <u>M-F</u> | (Days Off) <u>Self</u> |
| Residence Address: (Number & Street) <u>201 Sleep Hill Dr</u> | | | | Bldg./Apt. # <u></u> | City <u>San Anselmo</u> | State <u>CA</u> | Zip Code <u>94960</u> |
| Bus. (Local) Address: (Number & Street) <u>1005 Parker St</u> | | | | Bldg./Apt. # <u></u> | City <u>Berkeley</u> | State <u>CA</u> | Zip Code <u>94710</u> |
| Best place to contact you during the day <u>Westgate Hotel</u> | | | | Best time to contact you during the day <u>9 am</u> | | | |
| Business / School <u>Westgate Hotel</u> | | | | | | Res. Phone: <u>415-450-7522</u> Bus. Phone: <u>510-582-7400</u> | |
| Occupation <u>Sales</u> | | | | | | Depart Date (If applicable) <u>11/17/17</u> | |
| Can You Identify the Suspect? | | | | | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |

DETAILS

David Mason approached Janichatke Kelle at our booth at the L.V. Convention center and started screaming at him and pushed him up against the booth next to ours, while continuing to scream in his face. Janichatke was bent backwards from the force of David's body against his. Janichatke ~~and I~~ I rushed over and helped disengage David from Janichatke and escorted him from the area. David threatened several bystanders on the way, getting in their face and screaming that he would "kick their fucking ass". Security was called and they secured the area.

If I hadn't intervened from the area, I believe we would have ended up fighting other people as he was extremely agitated and violent.

I HAVE READ THIS STATEMENT AND I AFFIRM TO THE TRUTH AND ACCURACY OF THE FACTS CONTAINED HEREIN. THIS STATEMENT WAS COMPLETED AT (LOCATION) 200 Sierra Vista DR / CCP ON THE 16 DAY OF November AT 1054 (AM) (PM), .

Witness/Officer:

S. Roy
(SIGNATURE)Witness/Officer:
LVMPD 85 (REV. 6-08)S15368L
(PRINTED)

PH

SIGNATURE OF PERSON GIVING STATEMENT

EXHIBIT D



Steep Hill | Licensing

DO NOT TRUST STEEP HILL LABS

NEW OWNER AND CEO

J. Michael Keller

My Name is David Harold Moore, and I swear that this testimony is true:

So after graduating with a 3.9 and Honors from UNLV with a Masters Degree, I was hired by Michael Keller as Executive Vice President of Meeting Matrix International and given a 5% equity stake in the company...

I first heard about Michael Keller being a homosexual predator when I tried to hire a classmate from my graduate school, and he told me that Michael Keller and his Wife tried to seduce him into a three way sexual encounter during the interview process...

Then I received several emails from Michael Keller where he professed his love for me. He proceeded to sexually harass me for over 2 years. I constantly rebuffed his advances, but he DELUSSIONALLY believed I would sleep with him once he divorced his wife and left his kids

So Michael moved me away from the home-office, and after I still wouldn't have sex with him, he fired me and withheld my pay, withheld my commissions, and made me sign a contract so I wouldn't tell anyone this story.

Michael Keller owes me 3% of the sale of Meeting Matrix Intl. (sold for \$20M+)

KEEP AN EYE OUT: THE 'PREDATOR HARRASSER-HOMO' IS COMING FOR YOU...

STEEP HILL LABS INC. – A Global Leader In Analytical Cannabis Testing.
Active locations: AK | CA | HI | NM | WA Opening Soon: AR | DC | MD | PA
@steephilllab Phone: +1 (510) 562-7400

DO NOT TRUST

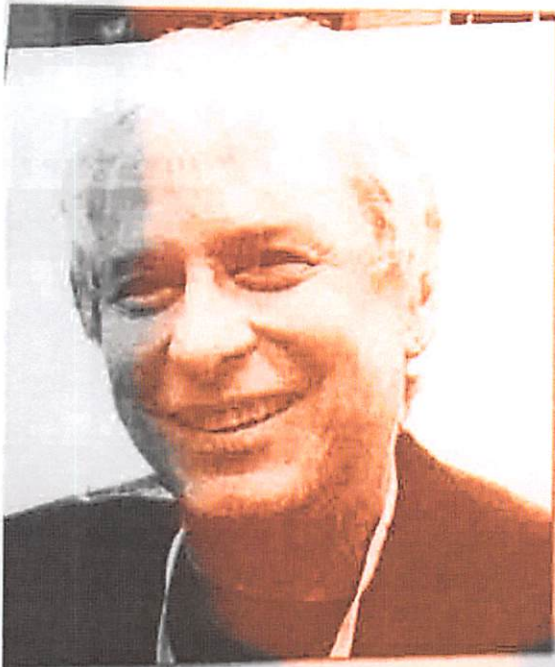


Steep Hill™

NEW OWNER AND CEO

Michael Keller

(AKA: 'Jmichaële Keller')



J. Michael Keller
(AKA: 'Jmichaële Keller')

1. DIAGNOSED SOCIOPATH
2. Dr. Allan Gold diagnoses: **NPD**
-NARCISSITIC PERSONALITY DISORDER
3. PROVEN SEXUAL HARASSER
4. GREEDY DEMONIC SCUMBAG
5. LEFT WIFE DESTITUTE w PTSD
6. PARTNER JERRY MURDERED
7. JERRY'S WIFE FLEECED for \$
8. MINORITY PARTNER ROBBED

For More Detailed information, visit:

- davidhmoore.weebly.com/meeting-matrix.html

EXHIBIT E

Jmichaele Keller

From: Henry Finkelstein <henry@cannabisbigdata.co>
Sent: Thursday, November 16, 2017 9:33 PM
To: Jmichaele Keller
Subject: Smear campaign against you personally
Attachments: IMG_20171116_123147.jpg; IMG_20171116_123140.jpg

FYI



Steep Hill | Licensing

DO NOT TRUST STEEP HILL LABS

NEW OWNER AND CEO

J. Michael Keller

My Name is David Harold Moore, and I swear that this testimony is true:

So after graduating with a 3.9 and honors from UNLV with a Masters Degree, I was hired by Michael Keller as Executive Vice President of Meeting Matrix International and given a 5% equity stake in the company...

I first heard about Michael Keller being a homosexual predator when I tried to hire a classmate from my graduate school, and he told me that Michael Keller and his Wife tried to seduce him into a three way sexual encounter during the interview process...

Then I received several emails from Michael Keller where he professed his love for me. He proceeded to sexually harass me for over 2 years. I constantly rebuffed his advances, but he DELUSSIONALLY believed I would sleep with him once he divorced his wife and left his kids.

So Michael moved me away from the home-office, and after I still wouldn't have sex with him, he fired me and withheld my pay, withheld my commissions, and made me sign a contract so I wouldn't tell anyone this story.

Michael Keller owes me 3% of the sale of Meeting Matrix Intl. (sold for \$20M+)

KEEP AN EYE OUT: THE 'PREDATOR-HARRASSER-HOMO' IS COMING FOR YOU...

STEEP HILL LABS INC. – A Global Leader In Analytical Cannabis Testing.
Active locations: AK | CA | HI | NM | WA Opening Soon: AR | DC | MD | PA
@steephilllab Phone: +1 (510) 562-7400

DO NOT TRUST



Steep Hill

NEW OWNER AND CEO

Michael Keller

(AKA: 'Jmichaele Keller')



J. Michael Keller
(AKA: 'Jmichaele Keller')

1. DIAGNOSED SOCIOPATH

2. Dr. Allan Gold diagnoses: **NPD**

-NARCISSITIC PERSONALITY DISORDER

3. PROVEN SEXUAL HARASSER

4. GREEDY DEMONIC SCUMBAG

5. LEFT WIFE DESTITUTE w PTSD

6. PARTNER JERRY MURDERED

7. JERRY'S WIFE FLEEDED for \$

8. MINORITY PARTNER ROBBED

For More Detailed information, visit:

davidhmoore.weebly.com/meeting-matrix.html

EXHIBIT F

Jmichaele Keller

From: Mitch Baruchowitz <mitch@meridacap.com>
Sent: Tuesday, November 21, 2017 2:03 AM
To: jmichaele@steephill.com
Subject: Did you get choked in Vegas?

Heard some crazy story about you getting assaulted-what the heck?

Regards,

Mitch Baruchowitz
Managing Partner

MÉRIDA
CAPITAL PARTNERS

mitch@meridacap.com
917.301.8758
6720 B Rockledge Drive
Suite 750
Bethesda, Md 20817
www.meridacap.com

EXHIBIT G



Hello Saul,

Thank you for sharing your wisdom and expertise at MJBizCon. Listen, I see an opportunity for partnership in our future; I have a patent pending process that enhances and utilizes the entourage effect; while making the bio-vailable products affordable for everyone - the shamanic method

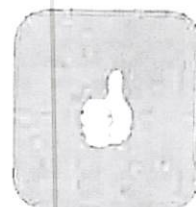
David Harold • 7:28 AM

David Harold Moore is now a connection



Thanks for connecting, I will follow up as I get closer to a more concise proposal for you... live-love, david.

David Harold • 11:08 AM



look forward to it

2:28 PM



F n

David Harold • 2:28 PM

Toda



Jmî ha Í K ll ri rthl
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JMK_MJBIZCON FL...
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David Harold • 1:51 PM

Okay

I see

EXHIBIT H

Jmichaele Keller

From: Jason Adler <Jason@gothamgreenpartners.com>
Sent: Tuesday, November 28, 2017 12:19 AM
To: Jmichaele Keller
Cc: Randy Slifka
Subject: Received this in the mail
Attachments: imagejpeg_0.jpg; imagejpeg_1.jpg

JM,

We received this in the mail at Peace Naturals.

DO NOT TRUST

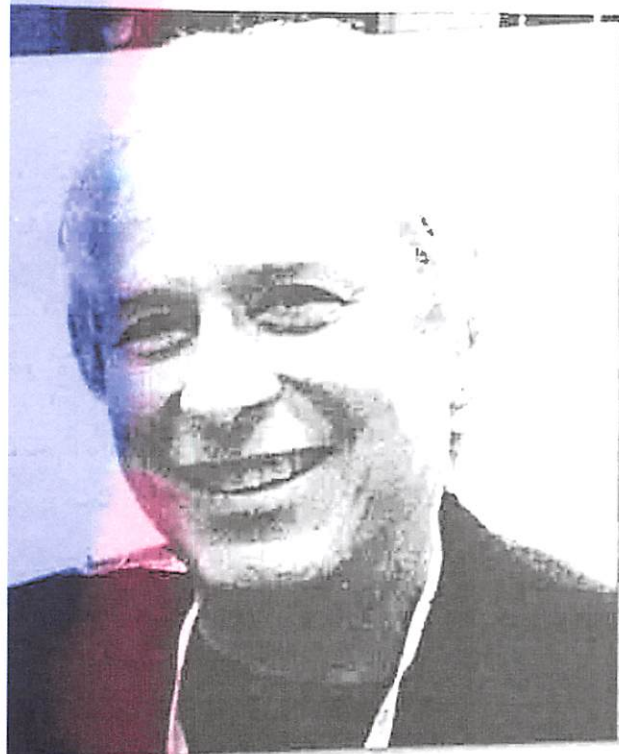


Steep Hill™

NEW OWNER AND CEO

Michael Keller

(AKA: 'Jmîchaele Keller')



J. Michael Keller
(AKA: 'Jmîchaele Keller')

1. DIAGNOSED SOCIOPATH

2. Dr. Allan Gold diagnoses: **NPD**

-NARCISSITIC PERSONALITY DISORDER

3. PROVEN SEXUAL HARASSER

4. GREEDY DEMONIC SCUMBAG

5. LEFT WIFE DESTITUTE w PTSD

6. PARTNER JERRY MURDERED

7. JERRY'S WIFE FLEECEED for \$

8. MINORITY PARTNER ROBBED

For More Detailed information, visit:

• davidhmoore.weebly.com/meeting-matrix.html



Steep Hill | Licensing.

DO NOT TRUST STEEP HILL LABS

NEW OWNER AND CEO

J. Michael Keller

My Name is David Harold Moore, and I swear that this testimony is true:

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Then I received several emails from Michael Keller where he professed his love for me. He proceeded to sexually harass me for over 2 years. I constantly rebuffed his advances, but he DELUSIONALLY believed I would sleep with him once he divorced his wife and left his kids.

So Michael moved me away from the home-office, and after I still wouldn't have sex with him, he fired me and withheld my pay, withheld my commissions, and made me sign a contract so I wouldn't tell anyone this story.

Michael Keller owes me 3% of the sale of Meeting Matrix Intl. (sold for \$20M+)

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Active locations: AK | CA | HI | NM | WA Opening Soon: AR | DC | MD | PA
@steephilllab Phone: +1 (510) 562-7400

EXHIBIT I

2 >



my former business partner and was the
previous CEO and is a current Partner of
Steep Hill Labs LLC.

<https://webapi.aftc.org/cv/CaseInfo.dl?CaseNum=GC16551006&SessionID=0DA3EAB5D75-9212F33D68D8BA229E47F12B2784>

DO NOT TRUST



Steep Hill

NEW OWNER AND CEO

Michael Keller

(AKA: 'Imichaele Keller')



J. Michael Keller

AKA: 'Imichaele Keller'

1. DIAGNOSED SOCIOPATH
2. Dr. Allan Gold (diagnosed NPD -
CLASSIC PERSONALITY DISORDER)
3. PROVEN SEXUAL HARASSER
4. GREEDY DEMONIC SCUMBAG
5. LEFT WIFE DESERTED & FIRED
6. PARTNER JERRY MURDERED
7. JERRY'S WIFE FLEED for \$
8. MINORITY PARTNER ROBBED

ALL INFORMATION IS PUBLIC

ALL INFORMATION IS PUBLIC



Bryan Martin Wow. How can i talk to david...



David H. Moore <https://www.linkedin.com...>

4:50PM

13 Moore shall be entitled to receive five percent (5%) of the Net Sale Proceeds
 14 of the sale of the property, occurring within one hundred eighty (180) days of the



'Jmichaële Keller' is now trying for a restraining order
 against me, and a jury trial, so he can bully me into a
 settlement. He is a true NPD sociopath who is using
 Steep Hill Labs as a proxy to sue me for defamation.

'Jmichaële Keller' lives in the Netherlands so he can hire
 his boy prostitutes in private, and without anyone
 coworker knowing...

And he lives in the Netherlands as CEO of a Steep Hill
 Labs LLC... which is in California?

'Jmichaële Keller' is actually siphoning money from
 Steep Hill Labs LLC Profits to his family via his
 consulting contract with Steep Hill Labs LLC?



\$



I was sent a result on a sample that I did not even send in. There are possible accuracy issues with steep hill lab.

Jerry told me that I cannot speak to anyone above him at Steep Hill Labs. This is not a easy to run a business. The CEO needs to know of these inefficiencies. I am researching how to get ahold of:

Kymron deCource - Chief Research Officer

Christian is the head genital who seems equally as lary and un-organized as Jerry.

I encourage steepfill staff to respond to this and let's see what use they say

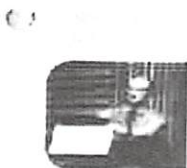
Securities Fraud - See More

 Steep Hill

Michael LaBrie



Wow. How can I talk to david (ampact)?



[View David Langmuir's profile on LinkedIn](#)

907-6314

VEDDER PRICE (CA), LLP
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 hsager@vedderprice.com
 Ayse Kuzucuoglu, Bar No. 251114
 akuzucuoglu@vedderprice.com
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 San Francisco, California 94111
 T: +1 415 749 9500
 F: +1 415 749 9502

Attorneys for Plaintiffs
 STEEP HILL LABORATORIES, INC. and
 JMICHAELE KELLER

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF ALAMEDA

STEEP HILL LABORATORIES, INC., and
 JMICHAELE KELLER,

Plaintiffs,

v.

DAVID H. MOORE, an individual; and DOES
 1 through 10, inclusive,

Defendants.

Case No. RG17886732

ASSIGNED FOR ALL PURPOSES TO:
 HONORABLE RONNI MACLAREN
 DEPARTMENT 25

**DECLARATION OF AYSE
 KUZUCUOGLU IN SUPPORT OF
 PLAINTIFFS' MOTION FOR ORDER
 TO SHOW CAUSE RE: PRELIMINARY
 INJUNCTION**

Date: January 25, 2018
 Time: 9:00 a.m.
 Dept: 25
 Judge: Hon. Ronni MacLaren

Trial Date: None set.
 Date Action Filed: December 20, 2017

I, Ayse Kuzucuoglu, declare as follows:

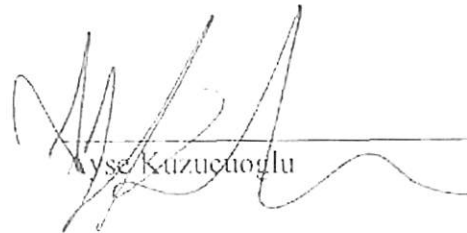
1. I am an attorney licensed to practice law in the State of California, and an
 associate with the law firm Vedder Price (CA), LLP, counsel of record for Plaintiffs Steep Hill
 Laboratories, Inc. ("Steep Hill") and Jmichaele Keller ("Keller") (collectively, "Plaintiffs"). I

1 make this declaration based on my own personal knowledge, in support of Plaintiffs' Motion for
2 Preliminary Injunction ("Motion"). If called upon to do so I could and would competently testify
3 as to the matters herein.

4 2. On January 2, 2018, Plaintiff David Moore sent an e-mail to me and my colleague,
5 Heather Sager, regarding Plaintiffs' Complaint and the Ex Parte Application for Temporary
6 Restraining Order against him, and copied Steep Hill's investor relations and other Steep Hill
7 employees. In these e-mails, Mr. Moore continued to make defamatory statements against
8 Plaintiffs, stating that Keller "lives in the Netherlands so he can hire his boy prostitutes in
9 private" and "is siphoning money from Steep Hill Labs LLC Profits to his family." Attached
10 hereto as **Exhibit 1** is a true and correct copy of Moore's January 2, 2018 e-mail.

11 I declare under penalty of perjury subject to the laws of the State of California that the
12 foregoing information is true and correct. Executed this 8 day of January, 2018, at San
13 Francisco, California.

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Ayşe Kuzucuoğlu

EXHIBIT 1

Kuzucuoglu, Ayse

From: davidhempmoore@gmail.com on behalf of David Harold Moore
<luvrulesinc@gmail.com>
Sent: Tuesday, January 02, 2018 11:22 AM
To: Kuzucuoglu, Ayse; Sager, Heather M.
Cc: info@steephill.com; cathie@steephill.com; investor.relations@steephill.com
Subject: J. Michael Keller is using Steep Hill Labs Inc. as a proxy to sue me for Defamation |
Where is Police Report You Referenced?
Attachments: 0.JMK_3percent_Addendum.png; 1.dhm_MMI_EmploymentContract.pdf;
2.dhm_MMI_Addendum.pdf; 3.dhm_Termination_WO_cause.pdf;
a.JMK_SteepHill_Summons.pdf; b.JMK_Restrain_Arbitration.pdf;
c.DavidLampach_JMK_SteepHill.pdf; x.JMK_MJBIZCON_FLYER.pdf;
y.JMK_Linkedin_View.png

Hello Attorneys Ayse Kuzucuoglu & Heather Sager...

I received your Fedex'd documents and I have no idea what is going on...

- I see no copy of a referenced police report?
- I see tons of lies communicated in the summons?
- I see a Las Vegas, Nevada contractual dispute listed as Exhibit A?

I see no reason for a restraining order, other than your need to bully me.

I have not acted in a violent manner, nor did I assault 'Jmichael Keller' (JMK) in any way...

I confronted JMK about my 3% on the first day of the Las Vegas Tradeshow...

On the last day I was questioned by Convention Security while Las Vegas Police was present...

I then left the show and went home; I have not stalked or harassed JMK in any way...

in fact, he has avoided all attempt at communications; and he is hiding in the Netherlands!

Finally, JMK is using Steep Hill Labs Inc. as a proxy to sue me for defamation. .

and your summons is total-tomfoolery, just like your restraining order attempt...

<http://davidhmoore.weebly.com/meeting-matrix.html>

PS - I was viewed by JMK on linkedin; and I then emailed all mutual connections what he has done to me... I then blocked him from trolling me on LinkedIn (attachment 'y')

PPS - I assume you want to email back, call me, and do more stuff so you can rack up the fees!

'Jmîchaele Keller' is actually siphoning money from Steep Hill Labs' profits to his family via his consulting contract with Steep Hill Labs Inc.?

And 'Jmîchaele Keller' is issuing shares of Steep Hill Labs Inc. to his family via this fraudulent consulting contract.

This is why David Lampach (prior CEO and current partner) is suing 'Jmîchaele Keller' for Malfeasance and Fraud.

I have been in a contractual conflict with JMK for years!

I was terminated without cause and am owed 3% of the net sale to JMK.

And here is the link for the lawsuit by David Lampach of Steep Hill Labs Inc. against JMK...

<https://webapps.sfic.org/ci/CaseInfo.dll?CaseNum=C'GC'&sessionID=0DA3FAB5D79>

VEDDER PRICE (CA), LLP
 Heather M. Sager, Bar No. 186566
 hsager@vedderprice.com
 Ayse Kuzucuoglu, Bar No. 251114
 akuzucuoglu@vedderprice.com
 275 Battery Street, Suite 2464
 San Francisco, California 94111
 T: +1 415 749 9500
 F: +1 415 749 9502

Attorneys for Plaintiffs
 STEEP HILL LABORATORIES, INC. and
 JMICHAELE KELLER

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF ALAMEDA

STEEL HILL LABORATORIES, INC., and
 JMICHAELE KELLER,

Plaintiffs,

v.

DAVID H. MOORE, an individual; and DOES
 1 through 10, inclusive,

Defendants.

Case No. RG17886732

ASSIGNED FOR ALL PURPOSES TO:
 HONORABLE RONNI MACLAREN
 DEPARTMENT 25

**DECLARATION OF PAUL KLEIN IN
 SUPPORT OF PLAINTIFFS' MOTION
 FOR PRELIMINARY INJUNCTION**

Date: January 25, 2018
 Time: 9:00 a.m.
 Dept: 25
 Judge: Hon. Ronni MacLaren

Trial Date: None set.
 Date Action Filed: December 20, 2017

I, Paul Klein, declare as follows:

1. I work as a consultant at Steep Hill Laboratories, Inc. ("Steep Hill") as the interim director of Human Resources. I started working at Steep Hill on August 30, 2017. I make this declaration in support of Steep Hill and Jmichaele Keller's ("Keller") Motion for Preliminary

1 Injunction (the "Motion"). The matters stated in this Declaration are true and correct of my own
2 knowledge.

3 2. Keller and I both attended the MJBiz Con / Marijuana Business Conference in Las
4 Vegas (the "MJBiz Conference") on behalf of Steep Hill from November 14 through 17, 2017. I
5 was serving as an exhibitor.

6 3. On November 16, 2017, I was aware that David H. Moore ("Moore") had
7 distributed fliers at the MJBiz Conference. While I did not personally see Moore distribute flyers
8 on November 16, I did observe approximately 50 fliers authored by Moore and containing
9 disparaging comments about Keller and Steep Hill in the lunch area of the conference. Because
10 of the recent attack by Moore on Keller, I was told by Steep Hill's Vice President of Finance that
11 it was believed Moore had distributed them and he showed me a picture of Moore at that time. I
12 attempted to look for Moore at the conference to ensure he was not distributing any further flyers
13 but did not locate him. I also spoke to MJBiz Conference security about the fliers.

14 4. On November 17 2017, Cathie Bennett Warner, Steep Hill's Head of Investor
15 Relations, contacted me by telephone, asking me to collect the same disparaging flyers authored
16 by Moore from conference rooms. When I arrived in the conference room, the same flyers we
17 observed the day before had been left on the seats of the conference room. I collected the flyers,
18 but did not encounter Moore at this time. Attached hereto as **Exhibit A** are true and correct
19 copies of the fliers I collected from the conference rooms at the MJBiz Conference .

20 5. On November 17, 2017, while close to the conference rooms at the MJBiz
21 Conference, I saw Moore leaving copies of the same flyers about Keller and Steep Hill outside of
22 the men's bathroom near a conference room. I immediately contacted security to alert them that
23 the man I recognized as Moore from the picture provided to me was still distributing the
24 defamatory flyers at the MJBiz Conference. Security guards along with conference police and the
25 head of conference security arrived and approached Moore. When he realized that security was
26 about to stop him, he noticed me with the Steep Hill logo shirt and shouted, "I will find you; you
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1 are next." As security was escorting Moore out of the building, Moore was glaring at me in a
2 menacing way. I felt extremely threatened and uncomfortable.

3 6. I went to the police station and filed a police report shortly after the incident.
4 Attached hereto as **Exhibit B** is a true and correct copy of the police report I filed regarding
5 Moore on November 17, 2017.

6 7. Absent a restraining order I believe there is a continued threat of imminent harm
7 directed at me, per Moore's threat of November 17, 2017. I am concerned for my physical safety.

8 I declare under penalty of perjury subject to the laws of the State of California that the
9 foregoing information is true and correct. Executed this 2nd day of January, 2018, at San
10 Francisco, California.

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13 Paul Klein
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EXHIBIT A

DO NOT TRUST



Steep Hill™

NEW OWNER AND CEO

Michael Keller

(AKA: 'Jmîchaele Keller')



J. Michael Keller
(AKA: 'Jmîchaele Keller')

1. DIAGNOSED SOCIOPATH

2. Dr. Allan Gold diagnoses: NPD
-NARCISSITIC PERSONALITY DISORDER

3. PROVEN SEXUAL HARASSER

4. GREEDY DEMONIC SCUMBAG

5. LEFT WIFE DESTITUTE w PTSD

6. PARTNER JERRY MURDERED

7. JERRY'S WIFE FLEECEd for \$

8. MINORITY PARTNER ROBBED

For More Detailed information, visit:

- davidhmoore.weebly.com/meeting-matrix.html



Steep Hill | Licensing

DO NOT TRUST STEEP HILL LABS NEW OWNER AND CEO

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I first heard about Michael Keller being a homosexual predator when I tried to hire a classmate from my graduate school, and he told me that Michael Keller and his Wife tried to seduce him into a three way sexual encounter during the interview process...

Then I received several emails from Michael Keller where he professed his love for me. He proceeded to sexually harass me for over 2 years. I constantly rebuffed his advances, but he DELUSSIONALLY believed I would sleep with him once he divorced his wife and left his kids.

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@steephilllab Phone: +1 (510) 562-7400

EXHIBIT B

Suspect:
☐ Cited ☐ Arrested ☐ Unknown
☐ City ☐ County
☐ Misdemeanor ☐ Gross Misdemeanor
☐ Felony

LAS VEGAS METROPOLITAN POLICE DEPARTMENT VICTIM'S INFORMATION GUIDE

4/1/2018

Area Command: CCA C

Event Number: 171117-2258

This report is important for you to keep since it is the only way you will have to refer to your particular case and event number. If you need a copy of your report, it can be obtained during the hours of 8 a.m. to 5 p.m., Monday through Friday, 8 a.m. to 3 p.m. on weekends from the LVMPD Police Records Section, 400 S. Martin L. King Blvd., Bldg. C, (702) 828-3476, **FIVE WORKING DAYS** after filing of the report, for a nominal fee.

ATTENTION: IT IS YOUR RESPONSIBILITY TO IMMEDIATELY NOTIFY THE LVMPD IF YOU SHOULD RECOVER YOUR STOLEN VEHICLE YOURSELF

The department relies on a number of factors available in any report to assign a follow-up investigator. Experience has proven that certain information must initially be determined at the time of the initial investigation before a case has the potential for being solved. Without suspects, witnesses, evidence, or other investigative leads, a case cannot be solved except under special circumstances. For example, a suspect caught committing another crime is found with evidence linking him to this one, or he may confess to other crimes including this one. If you have any questions or additional information, please contact the detective handling your case at the appropriate telephone number listed below or complete an Additional Crime Information report. (Refer to the Event Number listed above.)

OBLIGATIONS OF CITIZENS FILING MISDEMEANOR CRIME REPORTS WITH LVMPD

1. If an arrest was not made, or if a citation was not issued, and you wish to pursue this matter, you must contact the detective assigned to handle your case at the appropriate number listed below. **AT LEAST TEN (10) BUSINESS DAYS AFTER THE REPORT HAS BEEN FILED**, Monday through Friday, 8:00 a.m. - 4:00 p.m. You may be required to testify against the defendant (suspect) if the case is prosecuted in the courts. All felonies will be investigated.
2. You must give the Event Number at the top of this page if you call about your case.
3. If the suspect in your case is arrested or cited for a misdemeanor, **DO NOT CONTACT THE DETECTIVE ASSIGNED TO YOUR CASE.** You may get information about the status of your case by contacting either the County or City Victim Advocates (listed below). The police department does not have any court information.
4. If this is a misdemeanor crime report and is for **INSURANCE PURPOSES ONLY** or **YOU DO NOT WISH TO PROSECUTE**, and no one has been arrested, please **DO NOT** contact the detective.
5. If no arrest has been made and you need victim assistance, you may contact a Victim Advocate from the Police Department at (702) 828-2955.

CONTACT TELEPHONE NUMBERS

| | | | |
|--------------------------|----------------|--------------------------------------|----------------|
| Firearms | (702) 828-3855 | Bolden Area Command | (702) 828-3347 |
| Identity Crimes | (702) 828-3483 | Convention Center Area Command | (702) 828-3204 |
| Fraud | (702) 828-3285 | Downtown Area Command | (702) 828-4314 |
| Abuse-Neglect | (702) 828-3364 | Enterprise Area Command | (702) 828-4809 |
| Homicide | (702) 828-3521 | Northeast Area Command | (702) 828-7355 |
| Missing Persons | (702) 828-2907 | Northwest Area Command | (702) 828-8577 |
| Commercial Robbery | (702) 828-3855 | Southeast Area Command | (702) 828-8242 |
| Sexual Assault | (702) 828-3421 | South Central Area Command | (702) 828-8639 |
| | | Spring Valley Area Command | (702) 828-2639 |

LVMPD VICTIM ADVOCATE: Provides crisis intervention, an assessment of the immediate needs of the victims and their families, initiates crime victim assistance paperwork, provides referrals to other agencies, and functions as a liaison with LVMPD personnel and other law enforcement agencies. For assistance, please call the LVMPD Victim Advocate at (702) 828-2955 Monday through Friday, 7:00 a.m. - 4:00 p.m.

LAS VEGAS CITY ATTORNEY VICTIM/WITNESS ASSISTANCE: Provides specialized advocacy for victims of domestic violence or battery occurring within the City of Las Vegas. If you are a victim of domestic violence or battery and an arrest has been made or a citation has been issued, please contact the Las Vegas City Attorney's Victim Witness Advocate at (702) 229-2525.

CLARK COUNTY DISTRICT ATTORNEY VICTIM/WITNESS ASSISTANCE CENTER: Provides Justice Court and District Court case information and addresses any concerns you may have regarding your appearance as a witness. When you receive a subpoena to appear in a Justice Court or District Court case, please contact the Victim Witness Assistance Center at (702) 671-2525. If you move or have another address where you wish to receive a subpoena, please contact the advocates at the court.

ASSISTANCE TO VICTIMS OF VIOLENT CRIME: Victims of violent crime who are physically injured or victims of sexual assault may qualify for medical and counseling assistance from the State of Nevada under NRS 217. For information, contact the LVMPD Victim Witness Advocate or the Nevada State Victims of Violent Crime Program at (702) 486-2740. Note: Applications for this service must be received within one year of the commission of the crime.

ASSISTANCE TO VICTIMS OF SEXUAL ASSAULT: Victims of sexual assault may be eligible for medical treatment and counseling under NRS 217. For information, call the Clark County District Attorney Victim Witness Assistance Center (702) 671-2525, or Rape Crisis Center at (702) 368-1640. Note: Applications for this service must be received within 90 days of the commission of the crime.

THREATS AND DISSUASION TO TESTIFY: Victims and witnesses threatened and/or asked not to testify or prosecute, should contact the detective assigned to the original case. You may also notify the prosecutor if you have already been assigned one.

Sospechoso:

☐ Citado ☐ Arrestado ☐ No se sabe☐ Ciudad ☐ Condado☐ Delito Menor ☐ Delito Menor Grave☐ Delito MayorDEPARTAMENTO DE POLICIA METROPOLITANA DE LAS VEGAS
GUÍA DE INFORMACIÓN PARA LA VÍCTIMA

Es importante que usted conserve este reporte ya que es la única manera que tendrá para referirse a su caso particular y a su número de evento. Si necesita una copia de su reporte, la puede obtener, por una cuota nominal, en la Sección de Registros Policiales de LVMPD, 400 S. Martin L. King Blvd., Bldg. C, (702) 828-3476, de lunes a viernes de 8 a.m. a 5 p.m. y los fines de semana, de 8 a.m. a 3 p.m., después de CINCO DÍAS HÁBILES, de la fecha en que se presentó el reporte.

ATENCIÓN: ES SU RESPONSABILIDAD NOTIFICAR A LVMPD SI USTED RECUPERA LA POSESIÓN, PERSONALMENTE, DE SU VEHÍCULO ROBADO.

El departamento se basa en un número de factores disponibles en cualquier reporte, para designar un investigador que le dé seguimiento. La experiencia nos ha demostrado que cierta información se debe determinar, normalmente, a la hora de la investigación inicial para tener la capacidad de resolver cualquier caso. Sin sospechosos, testigos, pruebas, u otras pistas de investigación, un caso no se puede resolver, excepto bajo circunstancias especiales. Por ejemplo, si capturan a un sospechoso comitiendo un crimen y tiene evidencia en su persona que lo involucren con este crimen, puede o no confesar a otros crímenes incluyendo a éste crimen. Si usted tiene preguntas o necesita información adicional, por favor comuníquese con el detective que maneja su caso al teléfono designado que se enumera abajo o complete un formulario de Información Adicional del Delito. (Refiérase al Número de Evento anotado en la parte superior.)

OBLIGACIONES DE LOS CIUDADANOS QUE PRESENTAN REPORTES DE DELITOS MENORES A LVMPD

1. Si no hubo arresto, o si no se dio un citatorio y si desea darle seguimiento a este asunto, usted debe contactar al detective asignado a manejar su caso, al teléfono apropiado en la lista de abajo, CUANDO MENOS DIEZ (10) DÍAS LABORALES DESPUÉS DE QUE PRESENTE EL REPORTE, de lunes a viernes de 8 a.m. a 4 p.m. Puede requerirse que usted testifique contra el acusado (sospechoso) si el caso se procesa penalmente en la corte. Todos los casos al nivel felonía serán investigados.
2. Usted debe proporcionar el número de evento que se encuentra en la parte superior de esta hoja, si llama sobre su caso.
3. Si el sospechoso en su caso es arrestado o citado por un delito menor, NO SE COMUNIQUE CON EL DETECTIVE ASIGNADO A SU CASO. Usted puede obtener información sobre el estatus de su caso comunicándose ya sea con los abogados de las Víctimas del Condado o de la Ciudad (enumerados abajo). El departamento de policía no tiene ninguna información sobre el tribunal de justicia.
4. Si este es un reporte de un delito menor y es solamente por propósito de seguro o no desea un proceso penal, y nadie a sido arrestado, por favor no se comunique con el detective.
5. Si no se ha hecho ningún arresto y usted necesita ayuda como víctima, puede comunicarse con el departamento de servicios para Víctimas del Departamento de Policía al (702) 828-2955.

NÚMEROS DE TELÉFONO

| | | | |
|--------------------------------------|----------------|--------------------------------|----------------|
| Armas de Fuego | (702) 828-3855 | Bolden Area Command | (702) 828-3347 |
| Crímenes de Identidad | (702) 828-3483 | Convention Center Area Command | (702) 828-3204 |
| Fraude | (702) 828-3285 | Downtown Area Command | (702) 828-4314 |
| Maltrato-Descuido | (702) 828-3364 | Enterprise Area Command | (702) 828-4809 |
| Homicidio | (702) 828-3521 | Northeast Area Command | (702) 828-7355 |
| Personas Extraviadas | (702) 828-2907 | Northwest Area Command | (702) 828-8577 |
| Robos a Establecimientos Comerciales | (702) 828-3855 | Southeast Area Command | (702) 828-8242 |
| Abuso Sexual | (702) 828-3421 | South Central Area Command | (702) 828-8639 |
| | | Spring Valley Area Command | (702) 828-2639 |

CENTRO DE AYUDA PARA VÍCTIMAS DE LVMPD: Provee colaboración en crisis, una evaluación de las necesidades inmediatas de las víctimas y sus familias, inicia el papeleo de la reclamación para la compensación por los delitos, provee referencias de otras agencias y funciona como contacto con el personal de LVMPD y otras agencias legales. Para ayuda, por favor llame a servicios para víctimas al (702) 828-2955.

AYUDA DEL FISCAL DE LA CIUDAD DE LAS VEGAS PARA VÍCTIMAS Y TESTIGOS: Provee ayuda especializada para víctimas de violencia doméstica o maltrato cuando ocurre dentro de la Ciudad de Las Vegas. Si usted es víctima de violencia doméstica o maltrato y se ha hecho una detención, o si se ha otorgado un citatorio, por favor comuníquese con el Abogado de Víctimas y Testigos de la oficina del Fiscal de la Ciudad de Las Vegas al (702) 229-2525.

CENTRO DE AYUDA PARA VÍCTIMAS Y TESTIGOS DE LA OFICINA DEL FISCAL DEL CONDADO DE CLARK: Provee información de casos del tribunal de Justicia y del de Distrito y trata cualquier inquietud que usted pueda tener respecto a su presentación como testigo. Cuando usted recibe un citatorio escrito para presentarse en un caso en el tribunal de justicia o del distrito, por favor comuníquese con el Centro de Ayuda para Víctimas y Testigos al (702) 671-2525. Si usted se cambia de domicilio o tiene otra dirección quiere recibir un citatorio, por favor comuníquese con los Servicios para Víctimas del tribunal de justicia.

AYUDA PARA VÍCTIMAS DE DELITOS VIOLENTOS: Las víctimas de delitos violentos que han sido heridas físicamente o víctimas de agresión sexual pueden calificar para asistencia y consejería médica, del Estado de Nevada bajo la ley NRS 217. Para información, comuníquese con el centro de ayuda para Víctimas y Testigos de LVMPD o con el Programa de Compensación para Víctimas de Delitos Violentos del Estado, al (702) 466-2740. NOTA: Las solicitudes para este servicio se deben de recibir durante el año que se comitió el delito.

AYUDA PARA VÍCTIMAS DE ABUSO SEXUAL: Las víctimas de abuso sexual pueden ser elegibles para tratamiento y consejería bajo la ley NRS 217. Para información, llame al Centro de Ayuda para Víctimas y Testigos del Fiscal del Distrito del Condado de Clark al (702) 671-2525 o al Centro de Crisis de Violación al (702) 366-1640. Nota: Las solicitudes para este servicio deben ser recibidas dentro de los 60 días de que se cometió el delito.

AMENAZAR Y DISUADIR A LOS QUE TESTIFICAN: Las víctimas y testigos que sean amenazados o que se les pida que no testifiquen, o que no le den seguimiento al proceso penal, deben comunicarse con el detective asignado en el caso original. También puede notificar al fiscal si ya se le asignó uno.

Las Vegas Metropolitan Police Department
400 S. Martin Luther King Blvd.
Las Vegas, NV 89106

Case Report No.: LLV171117002258

Administrative

Location 3150 PARADISE RD Lv, NV 89169
Occurred On (Date / Time) Friday 11/17/2017 1:00:00 PM
Reporting Officer 13501 - Ward, Grace M
Entered By 13501 - Ward, Grace M
Related Cases 171116-1521

Or Between (Date / Time)
Reported On 11/17/2017
Entered On 11/17/2017 2:30:29 PM
Jurisdiction Clark County

Sector / Beat M1

Traffic Report

Place Type

Accident Involved

Offenses:

Harassment, (1st)(M)-NRS 200.571.2A
Completed Yes Domestic Violence
Entry Premises Entered
Weapons
Criminal Activities

Hate/Bias
Type Security
Location Type Other/Unknown
Tools

Victims:

Name: Klein, Paul

Victim Type Individual Written Statement Yes Can ID Suspect
Victim of 50328 - Harassment, (1st)(M)-NRS 200.571.2A

DOB 11/22/1973 Age 43 Sex Male Race White Ethnicity Not Hispanic or Latino
Height 6' 1" Weight 180 Hair Color Brown Eye Color Green
Employer/School Steep Hill Labs
Occupation/Grade Director of HR
Injury Work Schedule
Injury Weapons

Addresses

Residence Weestreesterstraat St #6 Delfgaun Zh2645mc Netherlands

Phones

Offender Relationships
Notes:

Suspects:

Name: Moore, David
Alias:

Scope ID DOB Age 50 Race White Ethnicity Not Hispanic or Latino
Sex Male Height 6' 2" Weight 250 Hair Color Black Eye Color
Employer/School

Addresses

Residence

Phones

Notes:

Arrestees:

Witnesses:

Other Entities:

Name: Contact Taylor, Kim

Written Statement Can ID Suspect

DOB Age Sex Female Race White Ethnicity Not Hispanic or Latino
Height Weight Hair Color Eye Color
Driver License Number Driver License State

Addresses

Business 6362 Mcleod Dr #5 Las Vegas, NV 89120

Phones

Business/Work (702) 650-2298

11/17/2017 3:10 PM

LLV171117002258

Cellular
Notes:

(702) 612-1548

Properties: ()

Narrative

On 11/17/2017 at approx 1116 hrs, Victim Paul Klein said, he is an exhibitor for Steep Hill Labs was called by a colleague Cathie Warner who informed him that Suspect David Moore another vendor at the MJ Biz was passing out flyers defaming Steep Hill Labs CEO J Michael Keller.

Paul said, he called security to stop David from handing out his flyers, because the day before David was handing out flyers and assaulted J Michael Keller under event #171116-1521.

Paul said, security had detained David on the second floor by booth N255, when he saw Paul with his Steep Hill logo shirt he said 'I will find you, you're next'. Paul said, he interpreted David's statement as a threat, as the day before David assault Paul's CEO.

David was escorted off the premises and Convention Vendor ID was taken by security.

Attached is a photo of David with security and a photo of David's vendor ID.

Page ____ of ____

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
VOLUNTARY STATEMENT

Event #

171117-2258

THIS PORTION TO BE COMPLETED BY OFFICER

Specialty Crime

HARASSMENT

Location of Occurrence

3150 PARADISE RD LVN

Date Occurred

11/17/2017

Time Occurred

1300

Sector/Beat

m1

☐ City☒ County

Your Name (Last / First / Middle)

KLEIN Paul

Date of Birth

11/22/73

Social Security #

179381933

White

Male

Height

6.1

Weight

180

Dark

Green

Work Schedl (Hours)

7AM-3PM

Business / School

JEEP HILL LNAJ

+31651313596

5105627400

Occupation

Dir. HR

Date of

NOV-17

Residence Address (Number & Street)

1005 PROCTOR ST

City

DELTONA

State

FL 32645 MC

Bus. (Local) Address (Number & Street)

1005 PROCTOR ST

City

DELTONA

State

CA 92710

Occupation

Dir. HR

Date of

NOV-17

Place to contact you during the day

Berkeley CA

(EMAIL)

Paul.Klein@jepphill.com

Best time to contact you during the day

7AM-3PM

Can You Identify

the Suspect? ☒ Yes☐ No

DETAILS

A previous Report was filed, case number 171116-1521. I would like this complaint to be added to this file. The complaint is against David Moore (founding CEO of Green Buffalo Estate Henderson, NV. Wednesday our CEO was assaulted around 11:10 AM by David Moore (see case no). Yesterday David Moore was distributing false flyers, possibly naming our CEO. The security at MyRize & employees of Jeep Hill tried to find David in order to stop the distribution of the flyers. Today I saw him in person distributing these flyers. I called security and they caught him. When they did he saw them and threatened me; "I will find you, you're next". His license & home address is known by Kim Taylor, President of GTA security, 6362 McLeod Drive, Suite 5 Las Vegas. She and Jeremy Lindsay are witnesses, as is the hotel security (convention centre).

I HAVE READ THIS STATEMENT AND I AFFIRM TO THE TRUTH AND ACCURACY OF THE FACTS CONTAINED HEREIN. THIS STATEMENT WAS COMPLETED AT (LOCATION)

ON THE 17 DAY OF NOV

AT 1424 (AM/PM)

11/17/2017

Witness/Officer:

(SIGNATURE)

DO NOT TRUST



Steep Hill™

'S

NEW OWNER AND CEO

Michael Keller

(AKA: 'Jmîchaele Keller')



J. Michael Keller

(AKA: 'Jmîchaele Keller')

1. DIAGNOSED SOCIOPATH

2. Dr. Allan Gold diagnoses: NPD

-NARCISSITIC PERSONALITY DISORDER

3. PROVEN SEXUAL HARASSER

4. GREEDY DEMONIC SCUMBAG

5. LEFT WIFE DESTITUTE w PTSD

6. PARTNER JERRY MURDERED

7. JERRY'S WIFE FLEECEd for \$

8. MINORITY PARTNER ROBBED

For More Detailed information, visit:

- davidhmoore.weebly.com/meeting-matrix.html



DO NOT TRUST STEEP HILL LABS

NEW OWNER AND CEO

J. Michael Keller

My Name is David Harold Moore, and I swear that this testimony is true:

So after graduating with a 3.9 and honors from UNLV with a Masters Degree, I was hired by Michael Keller as Executive Vice President of Meeting Matrix International and given a 5% equity stake in the company...

I first heard about Michael Keller being a homosexual predator when I tried to hire a classmate from my graduate school, and he told me that Michael Keller and his Wife tried to seduce him into a three way sexual encounter during the interview process...

Then I received several emails from Michael Keller where he professed his love for me. He proceeded to sexually harass me for over 2 years. I constantly rebuffed his advances, but he DELUSSIONALLY believed I would sleep with him once he divorced his wife and left his kids.

So Michael moved me away from the home-office, and after I still wouldn't have sex with him, he fired me and withheld my pay, withheld my commissions, and made me sign a contract so I wouldn't tell anyone this story.

Michael Keller owes me 3% of the sale of Meeting Matrix Intl. (sold for \$20M+)

KEEP AN EYE OUT: THE 'PREDATOR-HARRASSER-HOMO' IS COMING FOR YOU...

STEEP HILL LABS INC. – A Global Leader In Analytical Cannabis Testing.
Active locations: AK | CA | HI | NM | WA Opening Soon: AR | DC | MD | PA
@steephilllab Phone: +1 (510) 562-7400



division of
Kim Taylor & Associates, LLC
Georgia, LLC

KIM TAYLOR

President
Kim Taylor & Associates, LLC

1000 Peachtree Street, N.E.
Atlanta, Georgia 30309
Phone: 404.525.1234

www.kimtaylorservices.com
www.dta-security.com

DTA Security Services, LLC







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FILED
ALAMEDA COUNTY

JAN 04 2018

CLERK OF THE SUPERIOR COURT
 By: [Signature] DEPUTY

Attorneys for Plaintiff's
 STEEP HILL LABORATORIES, INC. and
 JMICHAEL KELLER

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF ALAMEDA

STEEP HILL LABORATORIES, INC., and
 JMICHAEL KELLER,

Plaintiffs,

v.

DAVID H. MOORE, an individual; and DOES
 1 through 10, inclusive,

Defendants.

Case No. RG17886732

ASSIGNED FOR ALL PURPOSES TO:
 HONORABLE RONNI MACLAREN
 DEPARTMENT 25

**EX PARTE ~~PROPOSED~~ ORDER TO
 SHOW CAUSE REGARDING
 PRELIMINARY INJUNCTION;
~~PROPOSED~~ TEMPORARY
 RESTRAINING ORDER**

Date: January 4, 2018

Time: 9:00 a.m.

Dept.: 25

Judge: Hon. Ronni MacLaren

RESERVATION NO. 1921287

Based upon Plaintiff's Steep Hill Laboratories, Inc. and JMichael Keller's Application for Order to Show Cause and Temporary Restraining Order, on the Memorandum of Points and Authorities in Support, on the supporting declarations attached thereto, including the Declaration of Ayse Kuzucuoglu regarding notice, and on the argument of the parties made by counsel at the hearing on January 4, 2018, in Department 25 of the above-titled court, the following are ordered by this Court:

- 1 -

ORDER TO SHOW CAUSE

To Defendant David H. Moore:

Based upon the verified complaint filed in this action, you are ordered to appear on Jan. 25, 2018 at 9:00 in Department 25 of this Court located at 1221 Oak Street, Oakland, to show cause why

a preliminary injunction pending trial of this action should not be ordered restraining and enjoining you, your employees, agents, or any other persons acting with you on your behalf from:


1. Maintaining any website including defamatory ~~or disparaging~~ ^{RBM} statements about Plaintiffs; the website <http://davidhmoore.weebly.com/meeting-matrix.html> and all related content shall be taken down immediately; and

2. Distributing any type of defamatory communication about Plaintiffs, including flyers and e-mails; and

3. Going within 100 feet of Plaintiff Keller or of Steep Hill Laboratories, Inc.'s business address.

This Order to Show Cause and supporting papers shall be served on Defendant ^{by personal delivery or fax} no later than Jan. 8, 2018, by 4:00 PM. Proof of such service shall be filed and delivered to the court hearing the order to Show Cause no later than Jan 12, 2018. Any ^{opposition} ~~reply~~ papers shall be filed and served by Defendant on Plaintiffs by ^{personal delivery or fax} ~~personal~~ no later than 4:00 ~~a.m.~~ ^{p.m.} on Jan. 18, 2018. Any reply papers shall be filed and served by Plaintiffs on Defendant by personal delivery or fax no later than 4:00 p.m. on Jan. 22, 2018.

Dated: Jan. 4, 2018



Honorable Ronni MacLaren

* Courtesy copies (2 sets) of all papers shall be delivered to Dept. 25 on the day of filing.

TEMPORARY RESTRAINING ORDER

Pending hearing on the above Order to Show Cause, Defendants, their employees, and agents, and/or any person acting with them or on their behalf, are restrained and enjoined from:

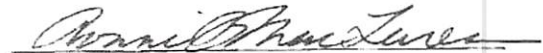
1. Maintaining any website including defamatory ~~or disparaging~~ ^{PSM} statements about Plaintiffs; the website <http://davidhmoore.weebly.com/meeting-matrix.html> and all related content shall be taken down immediately; and

2. Distributing any type of defamatory communication about Plaintiffs, including flyers and e-mails; and

3. Going within 100 feet of Plaintiff Keller or of Steep Hill Laboratories, Inc.'s business address.

IT IS SO ORDERED.

Dated: Jan. 4, 2018



Honorable Ronni MacLaren

PROOF OF PERSONAL SERVICE

I, Jeremy Roberts, hereby declare that on January 17, 2018, I mailed from San Francisco, California, the following documents:

- Notice of Removal of Action from State Court (28 U.S.C. § 1332)
- Civil Case Cover Sheet
- Motion for Permission for Electronic Case Filing


by depositing the sealed envelope with the United States Postal Service with the postage fully prepaid, addressed as follows:

Heather M. Sager
Ayse Kuzucuoglu
VEDDER-PRICE (CA)
275 Battery Street, Ste. 2464
San Francisco, CA 94111

on January 17, 2017. I am at least 18 years old. I am not a party to this action. I am a resident of or employed in the county where the mailing took place. *I am homeless but I get mail*

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct.

Respectfully submitted,


Jeremy Roberts
January 17, 2018

by general delivery at 391 Ellis St SF, CA 94102